E-FILED
Rachel Dombrowski, Clerk
Appellate Court of Maryland
7/12/2023 12:02 AM

RECORD EXTRACT OF APPELLANT

IN THE
APPELLATE COURT
OF MARYLAND

September Term 2023,
No. 61

JUSTIN HOLDER

Appellant

V.

BENJAMIN ESTES

Appellee

Appeal from the Circuit Court of Washington County
The Honorable Andrew F. Wilkinson

RECORD EXTRACT

Volume 5B

JUSTIN HOLDER
APPELLANT

IN THE CIRCUIT COURT OF MARYLAND FOR WASHINGTON COUNTY

BENJAMIN ESTES	*	
Plaintiff	*	
v.	*	CASE NO.: C-21-CV-20-000430
JUSTIN HOLDER, Et Al	*	Consolidated by August 20th, 2021 Order
Defendant(s)	*	CASE NO.: C-21-CV-21-000130

* *

MOTION TO DISMISS COUNT V - QUIET TITLE

COMES NOW Defendant, Justin Holder, in Proper Person, and files this Motion to Dismiss Count V - Quiet Title; and for good and just reasons stated herein:

INTRODUCTION

1. The Plaintiff has brought an action to Quiet Title under Md Real Property 14-108. This Court has already ruled an action under RP 14-108(a) can not be sustained when an action is pending to test the validity of title, See Exhibit A - The Order.
2. Plaintiff is not entitled to the RP - 14-108 action as a matter of law. Plaintiff has an action to test the validity of title pending in case C-21-CV-21-000130.

Justin K. Holder

Pro se Litigator

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3. In case C-21-CV-21-000130 the Plaintiff stated that Trespass action was in fact an action to test the Validity of Title and is **Judicially Estopped** from arguing that case C-21-CV-21-000130 is **not** an action to test validity of title. See Exhibit B - Plaintiff Motion toTransfer at section (3).
4. **Only in the alternative** and to the extent Plaintiff argues Plaintiff is not **Judicial Estopped** from claiming Trespass is an action at law to test validity of title; please reference the following section for "MD REAL PROPERTY 14-108(a) - The Law"; Memorandum in support of Trespass as an action to test validity of title.
5. Please see Exhibit C - Affidavit of Record Title for a brief summary with 8 supporting exhibits of the legal title to the property in dispute.
6. Plaintiff after being provided the recorded title in MSJ - Ejectment, immediately Amended his complaint a 2nd time to plead adverse possession[1] by claim to right.
7. Plaintiff failure to join all parties in the Quiet Title action, lack of possession of the disputed property and adequate remedy of law under RP 14-108.1 leave the Plaintiff in the proper posture for Count VI remedy at law in ejectment by the Honorable Court.

MD REAL PROPERTY 14-108(a) - Memorandum of The Law

On July 27th, 2021 the Honorable Judge Moylan Wright of this very Court issued an order stating *inter alia* " **AND WHEREAS-to the extent that Mr. Holder's Filing is an**

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[1] Upon notice of Plaintiff claim of adverse possession; Defendant immediately sent targeted discovery calculated to lead to admissible evidence of adverse possession by Plaintiff, and Plaintiff quickly filed for protective order. The Defendant again served a targeted discovery package aimed to find evidence of adverse possession in the C-21-CV-21-000130 case, and on the day the discovery was due the Court Granted Plaintiff Motion to Consolidate. The Defendant in Good Faith withdrew discovery in abeyance of the Honorable Courts Protective Order.

action to quiet title, it would only be appropriate where 'an action at law or proceeding in equity is not pending to enforce or test the validity of the title, lien, encumbrance, or adverse claim.' Md. Code Ann, Real Prop. § 14-108(a). Plaintiff" s action is a pending proceeding in equity to enforce an adverse claim against the property at issue." see Defendant's Exhibit A - The Order.[2] In Plaintiff Opposition incorporated herein for reference to Defendant's prior Motion to Dismiss, Plaintiff cited case *Wilt v. Wilt*, 218 A. 2d 180 - Md: Court of Appeals 1966 described as:

> "In this action for trespass to real property and ancillary injunctive relief brought by Myrl Wilt and his wife (Myrl) against Marshall Wilt (Marshall) to settle the dispute as to the location of the boundary line between their respective properties, the lower court found that Myrl had obtained title to the disputed strip of land by adverse possession and Marshall appealed.".

Defendant replied to the Opposition incorporated herein for reference citing *Stottlemyer v. Kline*, 259 A. 2d 52 - Md: Court of Appeals 1969[3]

> "This appeal presents us with the question of whether or not the Circuit Court for Washington County (Naughton, J.) was in error in deciding, in an action of trespass *quare clausum fregit,* that Melvin L. Draper and Abbie Jean Draper, his wife, the grantors of the appellee Eugene B. Kline, the plaintiff below, had title to an eight and one-half acre tract of land on the northerly and westerly side of Antietam Creek in Washington County."

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[2] Defendant has previously filed a Motion to Dismiss incorporated herein for reference requesting dismissal as another matter at law to test validity of title was pending among other things. The Motion was 1 line denied. The Defendant filed a motion to join, incorporated herein for reference, this case to the *Young v Holder* (in Exhibit A) action under rule 2-211 citing the possibility of multiple decisions and incompatible results among other things.

[3] To the extent there was previously a "mill dam" called for in predecessor title deeds. "A recession of water corresponding to a natural reliction may occur from drainage due to an avulsion or to artificial means. In either event the title to the bed will continue in the party who previously owned it." *Stottlemyer v. Kline*, 259 A. 2d 52 - Md: Court of Appeals 1969

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and *Rosencrantz v. Shields, Inc.*,[4] 346 A. 2d 237 - Md: Court of Special Appeals 1975 describes

Trespass to Try title:

> "The preceding law action was one of **trespass to try title** in which the plaintiff predicated his right of action upon a claim that the defendant illegally broke and entered his property. Thus, the plaintiffs have admitted an entry by the defendant and this entry, if the defendant is the true owner, was sufficient to interrupt the adverse claim of the plaintiffs and to end the previous adversary possession. Defendant's title has now been established in the previous litigation, its entry was thus legal, and this terminated the continuity of plaintiffs' previous possession. See M.L.E., *Adverse Possession,* Sec. 54. The entire premise upon which the previous suit at law was tried, was the physical interruption and interference with the plaintiffs' possession.'**The nature of trespass to try title** is set forth in Poe, Pleading (4th Ed.), para. 245, where it is stated at pages 224 and 225,' ` Sixth. Where the plaintiff claiming to have the paper title to the land, and by virtue thereof, claiming to be in possession, *or claiming title by adversary possession,* seeks to recover for a trespass alleged to have been committed by the defendant, who himself also claims title and possession under color and claim thereof, and who justifies his alleged trespass accordingly. Here the controversy will be determined in favor of the party who is found to have the title; the possession in such case being dependent upon it' (Emphasis supplied)."[Emphasis Added]

In Defendant MSJ Count VI Ejectment incorporated herein for reference, Defendant cites

Poe supra and Joseph v. Bonaparte, 118 Md. 591 (1912)

> "Plaintiff must establish his own title, and he must establish that his action is not barred by limitation – that is to say that the Plaintiff has not lost title by the adverse possession of the Defendants and/or their predecessors in title. "Unless the plaintiff in ejectment shows a legal title and a right to possession, not barred by the Statute of Limitations, he cannot recover in ejectment under the settled law of this State, no matter what may be the rule in other jurisdictions."

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[4] Defendant cited this case to bring attention to the fact the Plaintiff is only relying on a survey to place the record title holder on notice of possession or to show some color of title to the land in dispute. The Plaintiff has based this action 100% on his survey and plat refusing to search recorded title. "The mere entry for the purpose of survey, or to drive down stakes, is not sufficient to divest the occupant of title who holds the possession and claims the property, or to give notice to the occupying claimant that the company was asserting the right of way over his farm." *Rosencrantz v. Shields, Inc.,* 346 A. 2d 237 - Md: Court of Special Appeals 1975

CONCLUSION

The Plaintiff has an action at law case number C-21-CV-21-000130 active to test the validity of title filed January 22nd, 2020; 15 months prior to bringing this action under RP 14-108 by Amended Complaint on March 17th, 2021. As a matter of law as ordered by this very Court in Exhibit A, Plaintiff Count V must be dismissed.

Respectfully submitted,

Justin K. Holder

Justin K. Holder, Pro Se
308 West Chapline Street
Sharpsburg, Maryland 21782
(240) 356-2008

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 29th day of August, 2021, a copy of the foregoing Motion to Dismiss Count V - Quiet Title was served via the MDEC system to :

Talley Kovacs, Esq.
Aaron Neal, Esq.,
Matthew Ruble, Esq.,
Robert Kline, Esq.,
Justin Holder, Pro Se

Justin K. Holder

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IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JEFFERY YOUNG	*	
Plaintiff	*	
v.	*	CASE NO.: C-21-CV-20-000371
JUSTIN HOLDER, *et al.*	*	
Defendants	*	

ORDER OF COURT

WHEREAS in the instant Motion to Alter or Ammend [sic] June 9th, 2021 Order Dismissing Bill/Motion/Declaratory Judgement [sic] with Prejudice, Defendant, Justin Holder questions whether the Court denied the requests for relief stated in his Bill *Quia Timet* (the "Filing") in part or, alternatively, in whole. The Court does not distinguish between the request for declaratory judgment contained therein from any other request in the Filing. Maryland Rule 2-302 dictates what pleadings are allowed in a civil action before this Court:

> There shall be a complaint and an answer. There may be a counterclaim, a cross-claim, and a third-party complaint. There shall be an answer to any counterclaim, cross-claim, or third-party complaint. No other pleading shall be allowed except that the court may order a reply to an answer.

A Bill *Quia Timet* is not a proper pleading in this Court. Furthermore, even liberally construing Mr. Holder's *pro se* Filing, *see Erickson v. Pardus*, 551 U.S. 89, 94 (2007), the Court concluded that it does not contain a justiciable request for relief.

AND WHEREAS in the Filing, Mr. Holder "requests Declatory Judgement [sic] that the Stone described in Deed [sic] held by the Honorable Clerk of the Court in the Washington County Land Records Liber 6416 Folio 219 et seq. as the Beginning Stone of Lands of Justin Holder is the same monument as described in the title Deeds of the Plaintiff Jeffrey Young's predessor [sic] title deeds located at Liber 434 Folio 776 et seq. of the Washington County Land Records." The Court cannot discern any other requests for relief from the filing. Specifically, the Court does not understand what relief is sought in the following request: "Petitioner preys the Honorable Courts relief in holding the presentation on the Lands Petitioner is Seison in. Such that the Honorable Court may Look upon the Lands and Monuments as the Honorable Court pleases [sic]."

AND WHEREAS this Court has the discretion to grant a declaratory judgment or decree in a civil case only "if it will serve to terminate the uncertainty or controversy giving rise to the proceeding." Md. Code Ann., Cts. & Jud. Proc. § 3-409(a). Certainly, a favorable ruling on Mr. Holder's request for declaratory judgment would do nothing to resolve the controversy regarding

Entered: Clerk, Circuit Court for
Washington County, MD
July 29, 2021

these properties, particularly Plaintiff's action under § 5-103 of the Courts and Judicial Proceedings Article and § 14-108 of the Real Property Article of the Maryland Code.

AND WHEREAS a court lacks the discretion to entertain an action for declaratory relief "when there is already a pending action 'involving the same parties and in which the identical issues that are involved in the declaratory action may be adjudicated.'" *Hanover Invs., Inc. v. Volkman*, 455 Md. 1, 17 (2017) (quoting *Sprenger v. Publ. Serv. Comm'n of Md.*, 400 Md. 1, 27–28 (2007)). As far as the Court can tell, Mr. Holder's request is based solely on the allegation that "the "Monument (Epicenter) [sic] called for at the beginning of Plaintiff Jeffrey Young [sic] predecessor Deed" is the same as "the first monument used to describe lands of Justin Holder's land." The Court is satisfied that the resolution of Plaintiff Jeffery Young's cause of action will adjudicate the parties' rights regarding the properties at issue.

AND WHEREAS to the extent that Mr. Holder's Filing is an action to quiet title, it would only be appropriate where "an action at law or proceeding in equity is not pending to enforce or test the validity of the title, lien, encumbrance, or adverse claim." Md. Code Ann., Real Prop. § 14-108(a). Plaintiff's action is a pending proceeding in equity to enforce an adverse claim against the property at issue.

AND WHEREAS if a court orders dismissal, an amended pleading may be filed only if the court expressly grants leave to amend. *See* Md. Rule 2-322(d). By dismissing the Filing with prejudice, the Court has explicitly denied leave for Mr. Holder to amend his Filing.

AND WHEREAS in the instant Motion to Alter or Amend, Mr. Holder suggests that the Filing could be construed as a motion. If, *arguendo*, Mr. Holder's Filing was a motion, then the June 9, 2021 Order would not be "dispositive of a claim or defense," and the Court would have no obligation to hold a hearing. *See* Md. Rule 2-311(f). Furthermore, the Filing does not properly request a hearing pursuant to Maryland Rule 2-311(f).

Upon consideration of Mr. Holder's Motion to Alter or Ammend [sic] June 9th, 2021 Order Dismissing Bill/Motion/Declaratory Judgement [sic] with Prejudice, all responses thereto, and the record in this case, it is this 29th day of July, 2021, by the Circuit Court for Washington County, Maryland

ORDERED that Defendant Justin Holder's Motion to Alter or Ammend [sic] June 9th, 2021 Order Dismissing Bill/Motion/Declaratory Judgement [sic] with Prejudice shall be, and hereby is, denied.

July 29, 2021

Dana Moylan Wright
Judge

cc: R. David Pembroke, Esquire
21 Summit Avenue
Hagerstown, MD 21740
Attorney for Plaintiff

Justin Holder, *pro se*
308 West Chaplin Street
Sharpsburg, MD 21782
Defendant

Matthew Ruble, Esquire
129-3 West Patrick Street
Frederick, MD 21701
Attorney for Defendant Deena Holder

Robert Kline, III, Esquire
138 West Washington Street, Suite 200
Hagerstown, MD 21740
Attorney for Defendant Uncle Eddie's Brokedown Palace, LLC

E-FILED; Washington District Court
Docket: 3/29/2021 2:19 PM; Submission: 3/29/2021 2:19 PM

IN THE DISTRICT COURT OF MARYLAND FOR WASHINGTON COUNTY

BENJAMIN ESTES	*	
Plaintiff	*	
vs.	*	Case No. D-112-CV-20-007201
JUSTIN HOLDER	*	
Defendant	*	

* * * * * * * * *

MOTION TO TRANSFER CASE TO THE CIRCUIT COUNTY FOR WASHINGTON COUNTY, MD

COMES NOW the Plaintiff, Benjamin N. Estes, by and through his attorney, Brendan M Callahan, and pursuant to Md. Rule 3-503(a)(2) and Cts. & Jud. Proc. Section 6-104(b), respectfully moves this Honorable Court to transfer the above-captioned cause to the Circuit Court for Washington County, Maryland to one consolidated with Case No. C-21-CV-20-000430, and for reasons states:

1. That Maryland Rule 3-503 (a)(2) states:

> "Transfer to Circuit Court for Consolidation. An action instituted in the District Court may be transferred to a circuit court for consolidation with an action pending in that court under the circumstances described in Code, Courts Article, § 6-104(b)."

2. That Maryland Courts and Judicial Proceedings Article, § 6-104(b) states:

> "(1) When actions involving at least one of the same parties, with the same subject matter, issues, and defenses arising out of the same circumstances, are instituted in the District Court and a circuit court of the State, the party who filed the action in the District Court may file a motion in that court to remove the action to the circuit court for consolidation with the action pending in circuit court."

3. That the above-captioned case involves the same parties, subject matter, issues,

defenses, and circumstances as Circuit Court Case No. C-21-CV-20-000430. Both allege trespass on the same area of land at the same time, and involve the same witnesses. However, Defendant's defense of superior title to the disputed property means that the Circuit Court will have to determine proper title to the disputed real estate prior to any litigation of any other issue. Currently, trial date is set in the District Court for June 7, 2021, but case number C-21-CV-20-000430 in the Circuit Court is not set until July 14, 2021.

4. That the issue of whether Defendant trespassed on Plaintiff's property requires resolution of which party holds proper title to the disputed property which are properly the jurisdiction of the Circuit Court.

5. That, since Defendant is claiming title to the disputed property, it is impossible for the District Court of Maryland for Washington County to rule on the issue of trespass prior to the Circuit Court for Washington County resolving the title dispute.

6. That it is in the interest of judicial economy and efficiency to transfer the above-captioned case to the Circuit Court for Washington County.

WHEREFORE, Plaintiff respectfully prays that this Honorable Court transfer the above-captioned case to the to the Circuit Court for Washington County, Maryland to one consolidated with Case No. C-21-CV-20-000430.

Respectfully Submitted,

/s/Brendan M. Callahan
Brendan M. Callahan
#9806230081
P.O. Box 1091
Prince Frederick, MD 20678
(443) 975-7420

brendan.callahan@callahanlawgroupllc.com

CERTIFICATE OF SERVICE

I DO HEREBY CERTIFY that on this 29th day of March, 2021, a copy of this Motion was mailed to Defendant Justin Holder at 308 W. Chapline Street, Sharpsburg, MD 21782..

/s/Brendan M. Callahan
Brendan M. Callahan

CERTIFICATE OF REDACTION

I DO HEREBY CERTIFY that the foregoing filing does not contain any restricted information under Rule 1-322.1.

/s/Brendan M. Callahan
Brendan M. Callahan

IN THE CIRCUIT COURT OF MARYLAND FOR WASHINGTON COUNTY

BENJAMIN ESTES	*	
	*	CASE NO.: C-21-CV-20-000430
Plaintiff	*	
v.	*	Consolidated by August 20th, 2021 Order
	*	
JUSTIN HOLDER, Et Al	*	CASE NO.: C-21-CV-21-000130
	*	
Defendant(s)	*	

* *

AFFIDAVIT - RECORDED TITLE

COMES NOW Defendant, Justin Holder, in Proper Person, and files this Affidavit - Recorded Title; and personally affirms the validity of all stated herein:

RECORDED TITLE

1. Defendant Justin Holder has spent at least 200 hours reviewing the chains of title for Uncle Eddies brokedown palace at 28 Antietam Drive, Benjamin Estes at 22 Mt. Hebron Road, Jeffrey Young at 13 Dogstreet Road (neighbor) and the Stonecrest subdivision (neighbor) ; all located in Keedysville, MD.

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2. Defendant Justin Holder has spent at least 50 hours reviewing decisions by the Court of Appeals in Maryland that discuss interpretation of a deed as a contract, the priority of calls in a deed, and riparian law.
3. The Deed for Uncle Eddies brokedown palace LLC recorded at Liber 6468 Folio 345 et seq. (L6468f345) contains within the deed a complete chain of title back to 1832. Exhibit 1 - L6468f345.
4. In 1832 the land in "l6468f345' was granted to Samual Cost by David Hess in deed held at Liber N.N. Folio 520 of the Washington County Land Records (NN520). Exhibit 2 - NN520
5. David Hess was the son of Jacob Hess, and Jacob left David in charge of the land that was granted in "NN520", see Exhibit 3 - Jacob Hess Will.
6. On March 15th, 1792 Jacob Hess agreed with Plaintiff Estes predecessor John Kohr that the Little Antietam Creek was the boundary. See Exhibit 4[1] - *Duces Tecum* Fox and Associates (Title Report last deed Resurvey of Felfoot Enlarged)
7. Samual Cost dies in 1868, see Exhibit 5- Sam Cost Will.
8. In 1866 "NN520" was bisected by the Washington County Railroad. See Exhibit 6 - Deed to Railroad
9. Sam Cost left his son Aaron the land described in "l6468f345" and Aaron granted that land to David Kretzer in 1872. The metes and bounds description has remained constant from 1872 until 2018 as a peninsula binding on the Antietam Creek and the Railroad. See Exhibit 1.

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[1] Link to 30 meg Exhibit 4 in case the large file creates problems for the Honorable Court. https://drive.google.com/file/d/1s5x2Ogh6d9f8cld9b2TMUGYiqd9VE5OB/view?usp=drivesdk

10. The NN520 description unambiguously and expressly states "N77E 8p to Little Antietam Creek, then down said Creek the nine following courses:" calling 9 courses generally following the contours of the Little Antietam Creek. See Exhibit 2 - NN520 Deed.
11. In deposition April 27th at line 19 page 71 Frederic Frederick answers "Yes. Yes. [Thats totally right sic] when asked by Defendant in regards to the current boundary dispute "I think I understand now. So if a deed was going to follow a creek, it would say something like, The following nine calls around the creek or something to that". see Exhibit 7 - April 27th deposition Frederic Frederick.[2]
12. Plaintiff Estes predecessor deed at L984 Folio 1002 explicitly calls "thence along the west side of said creek and **along lands of Harry C. Hutzell Jr.** [Harry C. Hutzell is a predecessor in title to Uncle Eddies see Exhibit 1] (Liber 408 Folio 137) See Exhibit 8 - Plaintiff Estes Predecessor Deed and Exhibit 4 - *Duces Tecum* Fox and Associates (Title Report last deed Resurvey of Felfoot Enlarged).

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[2] Frederick had no title work when performing survey work for Plaintiff and Defendants, see line 1 page 45 of Exhibit 7 - April 27th deposition Frederic Frederick.

13. The United States District Court in 2018, citing Maryland Court precedent decided in interpreting a deed contract law applies and the Grantor intent is a question of law.[3]

14. In 1992 the Court of Special appeals decided in Interpreting a deed a call to an adjoining boundary controls over monuments and courses and distances.[4] See number 10 calling to the boundary of Harry C. Hutzell by description prepared by Frederic Frederick Exhibit 7 - April 27th deposition Frederic Frederick at line 19 page 24 through line 19 page 25. Mr. Frederick testified he prepared the description used in Exhibit 8 - Plaintiff Estes Predecessor Deed.

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[3] In Maryland '[t]he interpretation of mortgages, plats, deeds, easements and covenants has been held to be a question of law.' *Webb v. Nowak,* 433 Md. 666, 72 A.3d 587, 596 (2013). An easement created by a deed, known as an express grant, is interpreted by applying traditional rules of contract interpretation to the conveying document. *See Long Green Valley Ass'n v. Bellevale Farms, Inc.,* 432 Md. 292, 68 A.3d 843, 855-56 (2013); *Chevy Chase Land Co. v. United States,* 355 Md. 110, 733 A.2d 1055, 1073 (1999) ('[T]he primary consideration in construing the scope of an express easement is the language of the grant.'). When interpreting express grants, 'a court should ascertain and give effect to the intention of the parties at the time the contract was made, if that be possible.' *Miller v. Kirkpatrick,* 377 Md. 335, 833 A.2d 536, 545 (2003) (quoting *Buckler v. Davis Sand & Gravel Corp.,* 221 Md. 532, 158 A.2d 319, 322 (1960)). Hence, the court's 'focal point is the language of the agreement itself[,] seeking to discern what a reasonable person in the position of the parties would have meant at the time it was effectuated.' *Long Green Valley,* 68 A.3d at 856 (internal citation omitted). *Columbia Gas Transmission, LLC v. Haas*, 341 F. Supp. 3d 607 - Dist. Court, D. Maryland 2018

[4] Both deeds call to the boundaries of the creeks, *i.e.,* the bank or shorelines, not into the creek. "As a general canon of boundary law, it is well-settled that a call to an adjoining boundary takes precedence over a metes and bounds description in the same instrument." *Ski Roundtop, Inc. v. Wagerman,* 79 Md. App. 357, 367, 556 A.2d 1144 (1989). Thus, to the extent that any conflict exists by reason of course and distance descriptions, in the absence of any evidence of contrary intention, the calls control. *See Delphey v. Savage,* 227 Md. 373, 378, 177 A.2d 249 (1962) (calls to monuments given precedence over courses and distances); *Zawatsky Constr. Co. v. Feldman Dev. Corp.,* 203 Md. 182, 187, 100 A.2d 269 (1953); *Dundalk Holding Co. v. Easter,* 195 Md. 488, 495, 73 A.2d 877 (1950); *Wood v. Hildebrand,* 185 Md. 56, 60-61, 42 A.2d 919 (1945) ; *Conrad v. Williams,* 121 Md. 35, 40, 88 A. 36 (1913) ("[W]here the courses and distances in a grant do not agree with the call, the call will prevail and the courses and distances will be rejected."); *Stewart v. May,* 111 Md. 162, 174, 73 A. 460 (1909); *Houck v. Loveall,* 8 Md. 63, 69 (1855). For other cases where early patents referred to lands bounding on and/or running with water courses, see *Thomas v. Godfrey,* 3 G. & J. 142 (1831); *Chamberlaine v. Crawford,* 1 H. & McH. 355 (1770); *Digges v. Coomes,* 1 H. & McH. 81 (1729). *Cf. Calhoun v. Hall,* 2 H. & McH. 416, 417 (1790) (describing a call including waters as "to the mouth of a small gut, *and over the said gut.* ..." (emphasis added)). *Marquardt v. Papenfuse*, 610 A. 2d 325 - Md: Court of Special Appeals 1992

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15. The Harry C. Hutzell Jr. Boundary as described in Exhibit 8 - Plaintiff Estes predecessor deed is as a matter of law.
16. The Defendant considers himself a reasonable person, and charged with knowing the law and all that can be found in the Grantor/Grantee Index.
17. The "NN520" Boundary which is "the Little Antietam Creek then down said Creek the nine following courses" applying the Universal Rule[5] is the Harry C. Hutzell Boundary, see 1 through 14 above generally.

VERIFICATION

I Justin Holder solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of this document in the section titled RECORDED TITLE items 1 through 17 are true.

Justin K. Holder

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5 "Reasons for These Rules — The natural presumption where a deed conveys land bordering on a stream or highway is, that the grantor means to convey what he owns, and not to reserve a strip of land of no value to him, but the loss of which to the grantee might be productive of great injury. He has power by apt words to reserve what and as much as he pleases, or so to frame the language of his conveyance as to limit the land conveyed to the line of the stream or highway, without extending further, and in all such cases, courts are bound to give effect to his expressed intention. But in the absence of words showing such an intention, it is not presumed that the grantor intended to retain in himself the fee to the street or stream when he has parted with the adjoining land. Therefore it may be said to be a universal rule, that a deed giving a stream as a boundary will convey title to the center of the stream or to low or high water mark, *depending upon how far the grantor's title extends.* By such a description the grantor will convey all that he owns, unless a contrary intent appears from the language of the deed.
The deed is taken most strongly against the grantor in the application of this rule and courts will not favor the presumption that he has retained title to the bed of the stream." *Bowie v. Western Maryland R. Terminal Co.,* 133 Md. 1 - 1918

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CONCLUSION

Recorded title and boundary between Plaintiff Estes and Defendant Uncle Eddies brokedown palace LLC is a matter of law to be interpreted by a reasonable person. The Plaintiff deed calls to the Defendant Uncle Eddies brokedown palace LLC boundary. The Uncle Eddies boundary is the Little Antietam Creek by virtue of title chain and predecessor deed "NN520". Therefore there is no dispute to the record title and possession; legal title draws possession to the legal owner.

Respectfully submitted,

Justin K. Holder

Justin K. Holder, Pro Se
308 West Chapline Street
Sharpsburg, Maryland 21782
(240) 356-2008

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 29th day of August, 2021, a copy of the foregoing Affidavit Recorded Title was served via the MDEC system to :

Talley Kovacs, Esq.
Aaron Neal, Esq.,
Matthew Ruble, Esq.,
Robert Kline, Esq.,
Justin Holder, Pro Se

Justin K. Holder

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WASHINGTON COUNTY CIRCUIT COURT (Land Records) KRT 6468, p. 0345, MSA_CE18_6420. Date available 01/06/2021. Printed 08/10/2021.

CONFIRMATORY DEED

THIS CONFIRMATORY DEED, made this 18th day of July, 2020, by and between **David W. Hutzell** and **Mark H. Hutzell, Personal Representatives of the Estate of Mary Jane Hutzell**, who departed this Earth on or about September 22, 2014, surging Tenant by the Entirety of Harry C. Hutzell, Jr., who departed this Earth on or about January 11, 1992, GRANTORS, and **Uncle Eddies Brokedown Palace LLC**, GRANTEE.

WHEREAS, on December 19, 2014, the Orphan's Court of Washington County, State of Maryland (the "Court") granted administration of the Estate of the Decedent to David W. Hutzell and Mark H. Hutzell as Personal Representatives of the E state of the Decedent in Estate No. 70412; and

WHEREAS, Grantors, in the capacity of Personal Representatives of the Estate of the Decedent have and had complete and full power and authority by law to grant and convey the entire fee simple interest in the hereinafter described property; and

WHEREAS, as part of the administration of the Estate of the Decedent, Grantors desired to and did convey the entire fee simple estate in the hereinafter described property to the Grantee by deed dated April 10, 2018, and recorded among the Land Records for Washington County, Maryland at Liber 5726, folio 224 (the "4/10/2018 Deed"); and

WHEREAS, the description of the lands to be conveyed in the 4/10/2018 Deed was made in the said Deed "in accordance with a survey dated April 2018 by Frederick, Seibert and Associates, Inc.," (the "2018 FSA Description"), and

WHEREAS, Grantors and Grantee have discovered that the 2018 FSA Description contained numerous errors and did not fully describe the entire metes and bounds of the lands intended to be conveyed; and

WHEREAS, despite the errors contained in the 2018 FSA Description, in the said 4/10/2018 Deed, we, the Grantors, after reciting the said erroneous 2018 FSA Description, unambiguously stated: "Said lands intended on being all of the remaining lands as conveyed by Ivan S. Hammond and Virginia Hammond, his wife to Harry C. Hutzell Jr. and Mary Jane Hutzell, his wife by deed dated May 20, 1964 and recorded at Liber 408, folio 137 among the Land Records of Washington County, Maryland" (the "5/20/1964 Deed"), and noted the same as "**Being** the same property described in Liber 408 at Folio 137;" and

WHEREAS, to the extent that the erroneous 2018 FSA Description did not evidence an intent to convey all of the same lands as described from in the 5/20/1964 Deed, the Grantors and Grantee now desire to file this Confirmatory Deed to ratify and explicitly confirm that the 4/10/2018 Deed intended to, and did, in fact, convey all that fee simple right, title and interest in the lands to be described herein in a manner that is

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consistent with the deed and title history of record related to said lands; and

WHEREAS, although the 4/10/2018 Deed did expressly state that said lands were conveyed by said Deed "Together with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining," the said 4/10/2018 Deed did not expressly identify the perpetual use of the Cost Wagon Road, as further described herein, originating at Cost's Crossing, as further described herein, which was created by deed dated March 22, 1872 when the lands described herein were conveyed from Aaron and Malinda Cost to David Kretzer and recorded in W.McK.K. 6, folio 363 among the land records for Washington County (the "Cost/Kretzer Deed"); and

WHEREAS, the Grantors and Grantee desire by this Confirmatory Deed to declare and confirm expressly that all of the said Grantors' rights title and interest in the perpetual use of the said Cost Wagon Road was intended to, and did, in fact, convey to Grantee by virtue of the 4/10/2018 Deed; and

WHEREAS, the courses and distances described below were designed by the 1872 Cost/Kretzer Deed to convey all of the lands lying situate between the South East boundary of what was formerly the Washington County Railroad and the West Bank of the Little Antietam Creek, as the said Creek flowed at that time; and

WHEREAS, as a result, all of said lands bounding on said Creek were "fast lands" entitled to all the Riparian rights as established under Maryland Law and Common Law; and

WHEREAS, to the extent that the physical locations of the Western banks of said Little Antietam Creek have gradually moved since the time of the Cost/Kretzer Deed due to gradual accretion, reliction, and other natural forces, then by virtue of said Riparian rights, the lands conveyed by every deed since the Cost/Kretzer Deed are hereby now confirmed to include all of the lands lying situtate between the South Eastern boundary of what was formerly the Washington County Railroad and the nearest banks of the said Little Antietam Creek, even though parts of said lands may extend beyond the courses and distances stated in the description below.

- WITNESSETH -

That in consideration of the sum of Seventy-Seven Thousand and 00/100 Dollars ($77,000.00), which included the amount of any outstanding Mortgage or Deed of Trust, if any, the receipt and sufficiency of which were acknowledged in the 4/10/2018 Deed, the said Grantors as Personal Representatives of the Estate of the Decedent, did thereby grant and convey to the said Grantee, as sole owner, in fee simple, **and by this Confirmatory Deed now confirm**, all that lot of ground situate in the County of Washington, State of Maryland and described as follows, that is to say:

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All of the following described tract or parcel of land, situate, lying and being in the County of Washington and State of Maryland, and near the town of Keedysville. BEGINNING at a planted stone standing near and in a Northerly direction from the West end of what was formerly the Washington County Rail Road bridge across "Little antietam" where said stream passes through the lands formerly belonging to Jacob Keedy into the lands formerly belonging to Elias Snively and running thence down said Creek North 22 degrees East 17 perches, North 31 degrees East 9 perches, North 10.5 degrees East 11.5 perches, North 19 degrees West 5.5 perches to a planted stone, North 7.5 degrees East 0.5 perches, North 74 degrees West 13 perches, South 74 degrees West 6 perches, North 53.5 degrees West 7.4 perches to a stone, North 13 degrees East 0.9 perches to a stone, North 54 degrees West 10 perches, North 20 degrees West 3 perches into what was formerly a Mill dam, North 35 degrees West 1.8 perches, South 32 degrees West 2 perches, North 80 degrees West 2.8 perches, South 13.75 degrees West until it intersects the outlines of the Washington County Rail Road, thence bounding on the outlines of that road to the place of the beginning, containing 3.75 acres and 36 perches of land, more or less, the same being part of a tract of land called "The Resurvey of Fellfoot Enlarged," and part of a tract of land called "Gordon's Purchase" (sometimes referred to as "Gordin's Purchase" and sometimes referred to as "Gorgon's Purchase").

TOGETHER WITH the use of a wagon road to and from said land commencing at a stone planted on the West margin of the said Washington County Rail Road at what Aaron Cost called his Rail Road crossing ("Cost's Crossing") and running thence along the Western boundaries of said Rail Road South 30.75 degrees East 14 perches to a stone, South 36 degrees East 10.6 perches to what was formerly the lands of Jacob Keedy, thence along the division line between what were the lands of said Aaron Cost and said Jacob Keedy until it intersects the road leading from said Jacob Keedy's house to the County road leading from Keedysville to Martin Eakle's Mill.

BEING the same property conveyed by deed dated March 22, 1872 from Aaron and Malinda Cost, to David Kretzer and recorded in W.McK.K. 6, folio 363 among the land records for Washington County.

SAVING AND EXCEPTING THEREFROM that part of said land containing 80 perches more or less, as conveyed to James Baxter by David Kretzer and wife by deed dated February 21, 1874, and duly recorded in Liber W.McK.K. No. 6, Folio 435, one of the land records of Washington County;

TOGETHER WITH all of the rights, roads, water ways, easements, privileges, riparian rights, past and present, and appurtenances and advantages thereto belonging or in anywise appertaining.

BEING the same property conveyed by deed dated May 20, 1964 from Ivan S. Hammond and Virginia Hammond, his wife to Harry C. Hutzell, and Mary Jane Hutzell, his wife, and recorded in Liber. 408, folio 137 among the land records for Washington County.

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BEING the same property conveyed by deed dated October 23, 1961 from Vernon Hammond and Mary Hammond, his wife, Lester Hammond and Jane Hammond, his wife, Patricia Smith and Frank Smith, her husband, Leona Baker, widow, Leila Hammond, widow, Margaret Morgan, unmarried, Donal Hammond, unmarried, all of Washington County in the State of Maryland, Louis Sprankle, of Monmouth County in the State of New Jersey and her husband, Harry Sprankle, of Washington County in the State of Maryland to Ivan S. Hammond and Virginia Hammond, his wife and recorded in Liber. 374, folio 763 among the land records for Washington County.

BEING the same property conveyed by deed dated August 21, 1951 from Clarence L. Mace and Sarah C. Mace, his wife to Frank Allan Hammond and Vernie Ellen Hammond, his wife and recorded in Liber. 265, folio 235 among the land records for Washington County.

BEING the same property conveyed by deed dated December 30, 1937 from Charles L. Flook and Elizabeth A. Flook, his wife to Clarence L. Mace and Sarah C. Mace, his wife and recorded in Liber. 245, folio 75 among the land records for Washington County.

BEING the same property conveyed by deed dated April 20, 1942 from Paul H. Wyand, trustee to Chelo P. Flook and Charles L. Flook as joint tenants with the right of survivorship, and recorded in Liber. 218, folio 608 among the land records for Washington County.

BEING the same property conveyed by deed dated April 20, 1942 from Emory O. Flook and Bessie Flook, his wife, John J. Flook and Inez A. Flook, his wife, Frederick O. Flook and Flossie Flook, his wife,Chelo P. Flook, and Charles L. Flook to Paul H. Wyand, trustee, and recorded in Liber. 218, folio 607 among the land records for Washington County.

BEING the same property conveyed by deed dated March 20, 1920 from Franklin C. Baker and Emma F. Baker, his wife to Martin L. Flook, and recorded in Liber. 157, folio 535 among the land records for Washington County.

BEING the same property conveyed by deed dated March 18, 1920 fromThomas Jamison and Daisy H. Jamison, his wife, to Franklin C. Baker and Emma F. Baker, his wife, and recorded in Liber. 157, folio 108 among the land records for Washington County.

BEING the same property conveyed by deed dated December 28, 1918 from Peter S. Kretzer and Nannie Kretzer, his wife to Thomas Jamison and Daisy H. Jamison, his wife, and recorded in Liber. 154, folio 229 among the land records for Washington County.

BEING the same property conveyed by deed dated January 6, 1908 from Frank G. Wagamon and Leon Youteen, trustee's (2719 trust of david kretzer) to Peter S. Kretzer

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and Nannie Kretzer, his wife, and recorded in Liber. 127, folio 328 among the land records for Washington County.

BEING the same property conveyed by deed dated March 22, 1872 from Aaron and Malinda Cost, (survivior and heir of Samual Cost) to David Kretzer and recorded in W.McK.K. 6, folio 363 among the land records for Washington County.

BEING all of the same property conveyed by deed dated March 5, 1859 from John J. Keedy of Washington county, in the State of Maryland and Mary Ann Keedy of Washington county, in the State of Maryland, his wife to Samual Cost of Washington county, in the State of Maryland and recorded in Liber 14, folio 14 among the land records for Washington County, and part of the same property conveyed by ***Indenture*** dated September 10, 1832 from David Hess of Montgomery county, in the State of Ohio to Samual Cost of Washington county, in the State of Maryland and recorded in NN, folio 520 among the land records for Washington County.

And Grantors do hereby covenant to execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of the Grantors the day and year first above written.

The Estate of Mary Jane Hutzell

David W Hutzell
By: David W. Hutzell
Personal Representative

Mark H Hutzell
By: Mark H. Hutzell
Personal Representative

STATE OF MARYLAND
COUNTY OF WASHINGTON

This document was acknowledged before me on July 18th, 2020
by **David W. Hutzell**, in his capacity as Personal Representative of the Estate of Mary Jane Hutzell to be his/her act.

_____ (SEAL)
Signature of Notary

My Commission Expires: 9/26/2023

STATE OF MARYLAND
COUNTY OF WASHINGTON

Kirk D Hilliard
NOTARY PUBLIC
MONTGOMERY COUNTY
MARYLAND
MY COMMISSION EXPIRES September 26, 2023

This document was acknowledged before me on July 18th, 2020 by **Mark H. Hutzell**, in his capacity as Personal Representative of the Estate of Mary Jane Hutzell to be his/her act.

_____ (SEAL)
Signature of Notary

My Commission Expires: 9-26-2023

I hereby certify that the foregoing instrument was prepared by, or under the supervision of, the undersigned, an attorney duly admitted to practice before the Court of Appeals of the State of Maryland.

_____
Adam D. Greivell, Attorney

Mail to:
Uncle Feddies Brotherdown Palace LLC
PO Box 420
Sharpsburg MD 21782

TODD L. HERSHEY, TREASURER
TAXES PAID 12/30/2020
AUTHORIZED BY: _____
PW

Kirk D Hilliard
NOTARY PUBLIC
MONTGOMERY COUNTY
MARYLAND
MY COMMISSION EXPIRES September 26, 2023

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LR - Deed (No-Taxes)
Recording Fee      20.00
Name: uncle eddie
Ref:
LR - Deed (No-Taxes)
Surcharge          40.00
======================
SubTotal:          60.00
======================
Total:             60.00
12/30/2020  10:40
                   CC21-RD
#14411482 CC0403 -
Washington
County/CC04.03.01 -
Register 01
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This page not to be counted in calculating Recording Fee

Clerk of Circuit Court
Washington County, Maryland
Kevin R. Tucker, Clerk
24 Summit Avenue
Hagerstown, MD 21740
301-790-7991

For Clerks Use Only

Improvement Fee	40.00
Recording Fee	20.00
County Transfer Tax	
Recordation Tax	
State Transfer Tax	
Non-Resident Tax	
TOTAL	**60.00**

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0950 NOTE: As of 5/2007, the gray shading has been removed from this document. You may need to adjust your printer.

This form is fillable and can be completed using your PC. You can save the form to your PC for reuse but the information you input will not save (unless you have installed Adobe Acrobat or Adobe Approval software on your PC). For this reason, you should print the form once it is completed and make the appropriate number of copies - at least 4 copies.

Spaces Reserved for Circuit Court Clerk Recording Validation

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☐ County: Washington

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

1 Type(s) of Instrument (☐ Check Box if addendum Intake Form is Attached.)

☐	Deed / Deed of Trust	☐	Mortgage / Lease	X	Other Confirmatory Deed	☐	Other

2 Conveyance Type Check Box

☐	Improved Sale Arms-Length [1]	☐	Unimproved Sale Arms-Length [2]	☐	Multiple Accounts Arms-Length [3]	☐	Not an Arms-Length Sale [9]

3 Tax Exemptions (if applicable) Cite or Explain Authority

Recordation	
State Transfer	
County Transfer	

4 Consideration and Tax Calculations

Consideration Amount		Finance Office Use Only Transfer and Recordation Tax Consideration	
Purchase Price/Consideration	$ 0.00	Transfer Tax Consideration	$
Any New Mortgage	$ 0.00	X ( )% =	$
Balance of Existing Mortgage	$ 0.00	Less Exemption Amount –	$
Other:	$	Total Transfer Tax =	$
Other:	$	Recordation Tax Consideration	$
		X ( ) per $500 =	$
Full Cash Value:	$ 0.00	TOTAL DUE	$

5 Fees

Amount of Fees	Doc. 1	Doc. 2
Recording Charge	$	$
Surcharge	$	$
State Recordation Tax	$	$
State Transfer Tax	$	$
County Transfer Tax	$	$
Other	$	$
Other	$	$

Agent:

Tax Bill:

C.B. Credit:

Ag. Tax/Other:

6 Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
19	002578	L408 F137	73	127	☐ (5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)

Location/Address of Property Being Conveyed (2): 28 Antietam Drive, Keedysville, MD 21756

Other Property Identifiers (if applicable): | Water Meter Account No.:

Residential ☑ or Non-Residential ☐ | Fee Simple ☐ or Ground Rent ☐ Amount:

Partial Conveyance? ☐ Yes ☐ No | Description/Amt. of SqFt/Acreage Transferred:

If Partial Conveyance, List Improvements Conveyed:

7 Transferred From

Doc. 1 – Grantor(s) Name(s)	Doc. 2 – Grantor(s) Name(s)
David W. Hutzell and Mark H. Hutzell, Personal Reps.	
Estate of Mary Jane Hutzell	
Doc. 1 – Owner(s) of Record, if Different from Grantor(s)	**Doc. 2 – Owner(s) of Record, if Different from Grantor(s)**

8 Transferred To

Doc. 1 – Grantee(s) Name(s)	Doc. 2 – Grantee(s) Name(s)
Uncle Eddies Brokedown Palace LLC	

New Owner's (Grantee) Mailing Address: PO Box 420, Sharpsburg, MD 21782

9 Other Names to Be Indexed

Doc. 1 – Additional Names to be Indexed (Optional)	Doc. 2 – Additional Names to be Indexed (Optional)

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: Justin K. Holder

Firm:

Address: 308 W. Chapline St., Sharpsburg, MD 21782

Phone: (240) 356-2008

☐ Return to Contact Person

☐ Hold for Pickup

☑ Return Address Provided

11 IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information

☐ Yes ☐ No Will the property being conveyed be the grantee's principal residence?

☐ Yes ☐ No Does transfer include personal property? If yes, identify:

☐ Yes ☐ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Space Reserved for County Validation

Assessment Use Only – Do Not Write Below This Line

Terminal Verification | Agricultural Verification | Whole | Part | Tran. Process Verification

Transfer Number | Date Received: | Deed Reference: | Assigned Property No.:

Year	20	20	Geo.	Map	Sub	Block
Land			Zoning	Grid	Plat	Lot
Buildings			Use	Parcel	Section	Occ. Cd.
Total			Town Cd.	Ex. St.	Ex. Cd.	

REMARKS:

RESET FORM

Distribution: White – Clerk's Office; Pink – Office of Finance; Canary – SDAT; Goldenrod – Preparer

AOC-CC-300 (5/2007)

PRINT FORM on 8 1/2 x 14

Submit 4 copies

$20

of and from the above named David Redenour the sum of Four hundred and seventy five dollars current money of the United States, being the consideration mentioned in the said deed.

Witness,
John A. Cavan

William his + Marker mark (Seal)

State of Maryland, Washington County, to wit: Be it remembered that on this fourth day of April in the year of our Lord one thousand eight hundred and thirty two personally appears William Marker, grantor in the within indenture named, before us the subscribers two of the Justices of the peace of the State of Maryland in and for Washington county, and acknowledges the said within indenture to be his act and deed. And now also personally appears Mary Marker, wife of the said William Marker, before us Justices as aforesaid, and out of the presence and hearing of her husband signs and seals the said indenture, and acknowledges the same to be her act and deed, and the lot or portion of ground therein mentioned and thereby bargained and sold to be the right and estate of David Redenour therein named, his heirs and assigns forever, according to the purport, true intent and meaning thereof and of the acts of Assembly in such case made and provided, and the said Mary Marker being by us privately examined apart from and out of the hearing of her said husband, whether she doth execute and acknowledge the said within indenture freely and voluntarily, and without being induced to do so by fear or threats of, or ill usage by her husband or by fear of displeasure, acknowledgeth that she doth. Taken and certified the day and year aforesaid. John A Cavan
Nicholas Lowe

Examined & delivered
E. Hempstead
Paid

At the request of Samuel Lost the following Deed was Recorded September 11th 1832.

This Indenture made this tenth day of September in the year of our Lord one thousand eight hundred and thirty two, Between David Hess of Montgomery County and State of Ohio, Samuel Hess of Jefferson County and State of Virginia, and John Starr of Washington County and State of Maryland of the one part, and Samuel Lost of Washington County and State of Maryland of the other part. Witnesseth, that the said David Hess, Samuel Hess and John Starr, for and in consideration of the sum of Twelve hundred and forty one dollars and seventy one cents current money of the State of Maryland to them in hand paid by the said Samuel Lost at or before the sealing and delivery of these presents, the receipt whereof the said David Hess, Samuel Hess and John Starr do hereby acknowledge, and from every part and parcel thereof do hereby acquit and discharge the said Samuel Lost his heirs, executors and administrators, they the said David Hess, Samuel Hess

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and John Sturr have granted, bargained and sold, aliened, enfeoffed and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff and confirm unto the said Samuel Cost his heirs and assigns, part of a tract of land called "Telfoot Enlarged", Beginning for the first part at a stone standing at the end of the first line of that part of the aforesaid resurvey on "Telfoot Enlarged" laid off for George Keeling, and running thence ① North twenty six degrees East twenty three perches; ② North seventy one degrees East fifty eight perches; ③ North twenty three degrees East twenty six perches to a stone standing at the end of the line of "Telfoot Enlarged"; then ④ North seventy seven degrees East eight perches to Little Antietam Creek; then down said Creek the nine following courses; ⑤ North twenty two degrees East seventeen perches; ⑥ North thirty one degrees East nine perches; ⑦ North two and one half degrees East eleven and one half perches; ⑧ North nineteen degrees West five and a half perches; ⑨ South eighty degrees West seven perches; ⑩ South twenty seven degrees West fourteen and three fourths perches; ⑪ South seventy four degrees West six perches; ⑫ North fifty three and a half degrees West twenty two perches; ⑬ South four and a half degrees West twenty three perches; ⑭ South forty three degrees West six perches; South thirty two degrees West fifty four perches; North seventy one degrees West twenty seven and a half perches into the centre of the Turnpike Road, and with the centre of the said Road South twenty eight degrees West thirty seven and a half perches to the end of the second line of that part of the aforesaid land laid off for George Keeling and with said second line reversed to the beginning, containing twenty and three fourths acres of land, Also one piece of land being a part of the aforesaid resurvey on "Telfoot Enlarged" and part of a "tract of land called "Gordons Purchase", "Beginning at the end of sixty four perches on the first line of "Gordons Purchase", running thence South one degree West twelve perches; South forty eight degrees West six perches; South forty two degrees West ten perches; North sixty one degrees West seven perches; North seventeen degrees West seventeen perches; North eighty six degrees West seventeen perches into the centre of the Turnpike Road, and with the centre of said road North forty three degrees East fifteen and one half perches; North sixty five and a half degrees East thirty perches; still with the centre of said road North fifty nine and a half degrees forty perches; South thirty three degrees West sixteen and a half perches to a stone; thence South seventy four degrees West twenty three perches to a stone; then to the place of "Beginning; containing sixty acres three roods and fifteen perches of land more or less, together with all and singular the buildings, improvements, woods, ways, waters, water courses, rights, liberties, privileges, hereditaments whatsoever thereunto belonging or in any wise appertaining; and the reversions and remainders, rents issues and profits thereof, and all the estate, right, title and interest whatsoever of them the said David Hess, Samuel Hess and John Sturr both at law and in equity of, in to and out of the said tracts or parcels of land and premises hereby bargained and sold, or meant, mentioned or intended hereby so to be, and every part and parcel thereof; To have and to hold the said tracts or parcels of land as aforesaid described, together

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with the buildings and appurtenances and all and singular other the premises hereby bargained and sold, or meant mentioned or intended hereby so to be, and every part and parcel thereof, with their and every of their appurtenances unto the said Samuel Cost his heirs and assigns forever, and to and for no other use intent or purpose whatsoever; and the said David Hess, Samuel Hess and John Sturr for themselves their heirs, executors and administrators, do hereby covenant, grant, promise and agree to and with the said Samuel Cost his heirs, executors, administrators or assigns that they the said David Hess, Samuel Hess and John Sturr and their heirs, the said tracts or parcels of land hereby granted bargained and sold, and every part and parcel thereof, with the appurtenances thereunto belonging to him the said Samuel Cost his heirs and assigns, against them the said David Hess, Samuel Hess and John Sturr and their heirs, and against all and every person or persons whatsoever claiming or to claim any right, title or interest in, and to the same, or any part thereof, shall and will warrant and forever defend. In Witness whereof the said David Hess, Samuel Hess and John Sturr have hereunto subscribed their names, and affixed their seals, the day and year first herein before written.

Signed, Sealed and delivered
in presence of us
Jacob Miller
David Brookhart

David L. Hess (Seal)
Samuel Hess (Seal)
John Sturr (Seal)

State of Maryland, Washington County, to wit:

Be it remembered that on this tenth day of September in the year of our Lord one thousand eight hundred and thirty two, personally appear David Hess of Montgomery County & State of Ohio, Samuel Hess of Jefferson County, Virginia, and John Sturr of Washington County and State of Maryland, the party grantors above named, before us two of the Justices of the Peace for Washington County and State of Maryland aforesaid, and acknowledge the above deed or instrument of writing to be their act and deed, and the lands and premises therein mentioned, and thereby bargained and sold, to be the right and estate of the above named Samuel Cost party grantee also therein named his heirs and assigns forever, according to the true intent and purport and meaning of the said deed or instrument of writing, and the acts of Assembly in such case made and provided. And now at the same time personally appears Elizabeth Sturr wife of the said John Sturr before us the subscribers two of the Justices of the Peace as aforesaid, and acknowledges the said deed or instrument of writing to be her act and deed, and the lands and premises therein mentioned to be the right and estate of the above named Samuel Cost his heirs

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and assigns forever; and the said Elizabeth Stuar being by us privately examined apart from and out of the hearing of her husband, whether she doth make her acknowledgement of the same willingly and freely and without being induced thereto by fear or threats of, or ill usage by her husband, or fear of his displeasure; acknowledges that she doth make her acknowledgement of the same, willingly and freely and without being induced thereto, by fear or threats of, or ill usage by her husband, or fear of his displeasure. And we the subscribers do further certify, that from oath made on the Holy Evangelists of Almighty God, by the aforesaid David Hess, Samuel Hess, John Stuar and Elizabeth Stuar, We are satisfied that the said David Hess, Samuel Hess, John Stuar and Elizabeth Stuar are the persons who are named and described as and professing to be the party grantors in the aforesaid deed or instrument of writing. Taken and certified the day and year above written, before, Jacob Miller. David Brookhart.

Recorded & delivered to Grantee 20 Aug. 1833

At the request of Jacob Coffman the following Bill of Sale was Recorded Sept. 12th 1832.

KNOW all men by these presents, that I Lewis Howard of Washington County, in the State of Maryland, for and in consideration of the sum of two hundred dollars current money to me in hand paid by Jacob Kaufman of the county aforesaid, and at and before the sealing and delivery of these presents, the receipt whereof I the said Lewis Howard do hereby acknowledge, have granted, bargained and sold, and by these presents do grant, bargain and sell, unto the said Jacob Kaufman, his executors, administrators and assigns all the following goods and chattels to wit: thirteen Hogs, one waggon body, four sets of Gears, three Ploughs, five head of Cows, two Horses, four acres of Corn, one fourth Dills Potatoes, one Cupboard, one Bureau, three Pots, one Skillet, Knives & forks, Plates and dishes, and all Kitchen affairs, and all loose property &c. and singular which said goods and chattels are now remaining, standing and being in a certain messuage or tenement, situate in Washington County aforesaid, and now in the occupation of the said Lewis Howard. To have and to hold all and singular the said goods, household stuff and furniture, and other the premises above bargained and sold, or mentioned or intended so to be, to the said Jacob Kaufman, his executors, administrators and assigns, forever; And I, the said Lewis Howard for myself, my heirs, executors and administrators, all and singular the said goods, household stuff and furniture, and other the premises, unto the said Jacob Kaufman, his executors, administrators and assigns, against me the said Lewis Howard, my executors and administrators, and against all and every other person or persons whatsoever, shall and will warrant and forever defend by these presents: of all and singular which said goods, household stuff and furniture, and other the premises, I the said Lewis Howard have put the said Jacob Kaufman in full possession, by delivering to him the said Jacob Kaufman, one Table Spoon, in the name of the whole premises hereby bargained and sold, or mentioned

WASHINGTON COUNTY COURT (Land Records, Original) NN, p. 0523, MSA_CE67_34. Date available 11/08/2007. Printed 08/15/2021.

constitute and appoint my friend and brother-in-law John Hall of Kent County Maryland to be sole Executor of this my last will and testament, revoking and annulling all former wills by me heretofore made ratifying and confirming this and none other to be my last will and testament. In testimony whereof I have hereunto set my hand and affixed my seal this twenty second day of February in the year of Our Lord One thousand Eight hundred and fourteen.

Cornelius Comegys (Seal)

Signed sealed published and declared by Cornelius Comegys the above named Testator as and for his last will and testament in the presence of us who at his request and in his presence and in the presence of each other have subscribed our names as witnesses

Arnold Hanenkampt Robt. Mason Thos. C. Brent

Washington County to wit On the 21st day of Sept 1815 personally appear Arnold Hanenkampt and Robert Mason and made oath on the Holy Evangels of Almighty God that they did see the Testator herein named sign and seal this will, that they heard him publish pronounce and declare the same to be his last will and testament, that at the time of his so doing he was to the best of their apprehensions of sound and disposing mind memory and understanding and that they subscribed their names to this will in the presence and at the request of the Testator and that they saw Thomas C. Brent the other subscribing witness do the same.

Certified by George C. Stuart Esqr

The Last Will and Testament of Jacob Hess deceased

In the name of God Amen I Jacob Hess of Washington County and State of Maryland being of an old age but of sound understanding and knowing that to appointed for all flesh to yield unto death, I do hereby on the eighth day of March in the year one thousand eight hundred and fifteen constitute and ordain this my Last Will and testament. And first I recommend my soul to Almighty God who gave it relieving through the merits of Jesus Christ to inherit the kingdom of Heaven prepared for his elect and chosen and now for settling my temporal estate and such goods and chattels as it hath pleased God to bless me with: I will in the following manner. I give and bequeath unto my son David Hess his heirs and assigns forever all that part of the Land I have any right or title to which may be included in the following meets and bounds to begin at a large stone setup and planted by the side of Frederick Hollys field adjoining the Waggon road leading from my Mill to Boonsboro and running by and with said road towards Boonsbury until it intersects the west lines of the whole of my land then to run and bound westerly on my outline adjoining Michael Speart and Jacob Thomas until it intersects Antietam Creek then to run and bound on and with the banks of said Creek downwards until within three quarters perches above the spring known by the name of Burrels Spring and from thence to run one half perch into said Creek then to run four perches down parallel with the meanders of said Creek and one half perch in said creek then to run South until the bank of said Creek then still down and with the banks of said Creek and on the east side thereof so far as I hold land and adjoining on the East side of said Creek and from thence to the beginning of a tract of Land called Bonus Bower and from thence to run with my out lines until it intersects the Resurvey on Dear Bought then to run with that tract to the end of 46 perches on the twentieth line of said Resurvey and from thence North 17½ degrees East 3 perches to a stone marked A set up for the division between my son David and my daughter Margrett and to run from thence South 86 degrees east 49½ perches North twenty three and one half degrees east 6 perches to a stone: then by a straight line to the beginning, Excepting that part of Land that I have heretofore conveyed to Andrew Rinehart containing by estimation about two hundred and fifty acres of land be the same more or less

he my son David his heirs or assigns to pay for the aforesaid land the sum of seven hundred pounds current money and on the following conditions to wit: One year after my decease to pay the aforesaid sum in six annual equal payments one year after my decease to my daughter Rozanah Shafer, the second payment to Katharine Grove, the third payment to my Grand daughter Elizabeth Mumma, the fourth payment to Rogene Shafer the fifth the fifth payment to Katharine Grove and Sixth and last payment to Elizabeth Mumma. If my son David should pay any part of the aforesaid Legacy to any of my children as aforesaid during my lifetime any recent from any of my children to which he is bound to pay, shall be a bar and discharge whatever amount of payment may be stated in said recent. I hereby subject and burden the aforesaid land for the payment of the aforesaid seven hundred pounds. I also give to my son David his heirs and assigns forever the residue of my land on the South Mountain which is not willed or conveyed to any of my other children hereafter named he my son David to let the rest of my children have a waggon road through his land to their land. I hereby will and bequeath unto my daughter Margaret her heirs and assigns forever all the following land that may be included in the following meets and bounds viz: beginning for said part at the beginning of my son Davids part and running thence South fifty three degrees west fourteen perches thence in the centre of the new road laid off from my Mill to Bonneburg, South Sixty six degrees west forty perches South fifty five degrees west forty two perches, South twenty nine and one half degrees west fourteen perches - South forty eight degrees west thirteen and one half perches - thence leaving said road and running north eighty degrees west twenty one and one quarter perches to a large Stone near the Creek from said Stone North eighteen degrees East three and one half perches and ten feet - North Sixty two degrees west two perches lacking ten feet - South twenty six and one half degrees west three and one half perches - South Seventy degrees west five and one quarter perches. North Sixty five and one half degrees west nineteen perches to a stone on the hill of the Creek - North fifteen and one half degrees East twenty eight perches and three feet to a stone - North Sixty eight degrees west Seventy five perches to a Stone - North Seventeen and one half degrees East one hundred and three and one half perches to a Stone marked A set up and planted as a dividing line between my son David and Margaret and from thence to run and bound with Davids part to the beginning containing by estimation about one hundred acres of land more or less - I also will and bequeath unto my daughter Margaret her heirs and assigns forever all that small parcel of land to the east of the new waggon road leading from my Mill to Bonneburg it being the part heretofore or hereafter not willed or conveyed away. I will and bequeath unto John Hess, David Hess, Henry Hess, Elizabeth Hess, Samuel Hess and Susanna Hess heirs and children of my son John Hess now deceased to have their heirs and assigns forever, the whole of my land and Mills hereafter described. The first parcel being the land I now live on with the improvements Mills and all the Hereditaments thereunto belonging the said Land to be bounded as follows to begin at the end of the first line of Margarets part and to run by and with Margarets part until it intersects the land my son John purchased from Robert Smith and from thence to run in such manner as to include all the land on the my home place heretofore not willed away by me - and a small tract of land near Antietam Creek it being the land I purchased from James Chaplin and also a tract of land I hold adjoining George Showmans and Nicholas Hoffmans and the place I purchased from Benjamin Bennett it being also the Land I purchased from James Chaplin and also an other tract of land on Antietam Creek lying between George Showman and Michael Spreart - and above the Spring known by the name of Donaldsons Spring it being the land I purchased from Laurence O. Neal the whole of the aforesaid lands and Mills to be held on the following conditions - that my son Jacob Hess, David Hess, Henry Shaun, Andrew Rinehart and Philip Grove shall hereby have

full power and authority to rent out the aforesaid estate to the best advantage that they in their judgment may think most advantageous for the use and benefit of the aforesaid six children, and the aforesaid five gentlemen shall see to the decent maintenance and education of the whole of said six children - and if the aforesaid five gentlemen are of an unanimous opinion that it would be an advantage to said six children to have the estate sold and the money divided among them that they shall have full power and authority to sell and convey the aforesaid estate upon such conditions as they in their judgment may think best for the whole of the aforesaid six children and that the aforesaid six children shall have an equil proportion out of the aforesaid estate except that John Hess shall draw and receive out of the aforesaid estate two hundred pounds more than one of the rest - my reason for so doing is his grand mother and myself raised him as our own child. My will and order is that the aforesaid five gentlemen shall have it in their power to pay the aforesaid six children their respective Legacys as they may think just and right they are not bound to pay them by seniority - I will and order that if any one or more of the aforesaid five gentlemen should depart this life before the affairs of this estate is finally settled, that the survivors shall chose and appoint other gentlemen in the stead of those deceased who shall and are hereby fully authorized to act in the place of those that I have appointed - I hereby subject and binden the aforesaid estate to pay to pay to Elizabeth Mumma my grand daughter the sum of six hundred pounds current money with interest from the date of this my will to be paid by the aforesaid five gentlemen when they can conveniently receive it out of the aforesaid estate. I will and order that Susanna Hess widow of my son John Hess shall receive such a sum of money out of the aforesaid estate as to make it amount to one thousand pounds including her thirds of her late husbands personal property - that is to say after the aforesaid five gentlemen has ascertained what amount she has received from her husbands estate whatever it may be lacking of the one thousand pounds they are hereby bound to pay out of the aforesaid six childrens estate such a sum as to compleat the aforesaid One thousand pounds that is to be hers forever. I further give and bequath unto the aforesaid widow the new part of my new dwelling house - the east end of the spring house - the little house stable above the house - the part of the garden east of the upper road that runs through the garden - and to have priviledge of the choice of five apple trees in the Orchard so that they shall not all be of one sort and full priviledge of one half of the kitchen and one fourth of the cellar and furniture for two cows and one horse and have priviledge of cutting yearly seven cords of wood where either of the gentlemen aforesaid may direct her this to be and remain untill the estate may be sold or as long as she remains a widow but as soon as the estate is sold or that she marrys again then the whole to cease except the part of the aforesaid One thousand pounds that is to be hers forever without any exceptions. Signed in the presence of the following witnesses

Jacob Hess Sr (Seal)

Michael Pfeifer, John Hess, Jonas Hoagmire, John Sigler

The following Codicil was made by me on the 15 of April 1815, upon a further reflection of the aforegoing I hereby in sound understanding make the following alterations. First I hereby give the aforesaid five persons named in the aforegoing will full power and authority that if they think proper to give the aforesaid estate that I have willed to my six grand children to one or more of them at what ever price they in their judgment may think that such of the children that receive said estate should pay to the rest of them that got no part of said Real Estate and that if the aforesaid five men should determine and agree to give said estate to any of them at what they shall value it at in that case they shall and are hereby authorized to make them a deed of conveyance for the said estate they taking bonds with sufficient security from those children to whome they may think proper to convey to for the use and benefit of those other children that receives no part of said Real Estate - my will and desire

is that the aforesaid five men shall and may either sell the aforesaid estate and divide the same as stated in my first will or to give it to any or more of said six children at what they shall appraise the estate that shall be left entirely to them at their discretion. I further will and bequeath unto my daughter Rosanah Shafer, Margaretta Rinehart and Philip Grim and my grand daughter Elizabeth Mumma the whole of my personal property which is not herein before willed away they to divide the same among themselves and they to pay my just debts if any out of said personal property. I hereby will and order that the grave yard where my family is buried shall at all times forever hereafter with a quarter of an acre of land be and remain as such and that no person or persons whatever shall have any right to the same but to remain for the use and benefit of my family in general. I further will and order that if in my lifetime should pay Elizabeth Mumma any part of the aforesaid six hundred pounds which I herein and hereby do ordain out of the land willed to my six grand children any recruit that may be given by Elizabeth Mumma as part of said six hundred pounds shall at all times be a bar and stay against her and said recruit shall be deducted out of the aforesaid £600 as so much paid to her. In witness whereunto I have hereunto set my hand and affixed my seal to this Codicil in the presents of the following subscribers. Jacob Hess (Seal)
The Germans

Michael Peiper John Sigler Jonas Hogmire

Washington County to wit On the 18th day of July 1818 personally appears Michael Peiper, John Heine and John Sigler and made oath that they did see the Testator herein named sign and seal this will and Codicil thereto annexed that at the time of his so doing he was to the best of their apprehensions of sound and disposing mind memory and understanding and that they subscribed their names to this will in the presence and at the request of the Testator Certified by George C. Smoot Clk.

The last Will and Testament of Jacob Woodward deceased

In the name of God Amen I Jacob Woodward of Washington County in the State of Maryland being sick and weak in body but of sound and disposing mind memory and understanding considering the certainty of death and the uncertainty of the time thereof and being desirous to settle my worldly affairs and thereby be the better prepared to leave this world when it shall please God to call me hence do therefore make and publish this my last will and testament in manner and form following that is to say: First and principally I commit my soul into the hands of Almighty God and my body to the earth to be decently buried at the discretion of my Executrix hereinafter named and after my debts and funeral charges are paid I devise and bequeath as follows. I give and bequeath unto Anthony Woodward my brother of Berkley County State of Virginia the sum of ten dollars as also my linen and wearing apparel. And whereas the house and lot in the town of Williamsport with all other property which I now possess both have been chiefly acquired by the joint industry and frugality of my dear wife Jemima Woodward and myself. I do therefore give and bequeath unto my said wife the same. And lastly I do hereby constitute and appoint my dear wife Jemima Woodward to be sole Executrix of this my last will and testament revoking and annulling all former wills by me heretofore made ratifying and confirming this and none other to be my last will and testament. In testimony whereof I have hereunto set my hand and affixed my seal this 6th day of October in the year of our Lord Eighteen hundred and fifteen.

Jacob Woodward (Seal)

Signed, sealed, published and declared by Jacob Woodward the above named testator as and for his last will and testament in the presence of us who at his request in his

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All Land Records except Resurvey of FellFoot Enlarged to meet size restraints on MDEC

Complete Document Production can be downloaded here:

https://drive.google.com/file/d/1s5x2Ogh6d9f8cld9b2TMUGYiqd9VE5OB/view?usp=drivesdk

1354

FREDERICK COUNTY.

Fellfoot Enlarged

Acres 2100

SURVEYED FOR

Thomas Swearingen

30th June 1750

Returned

Ex'd. and Passed 30th Jan. 1752

Comp. $ Pd. 3rd Oct 1752

PATENTED TO

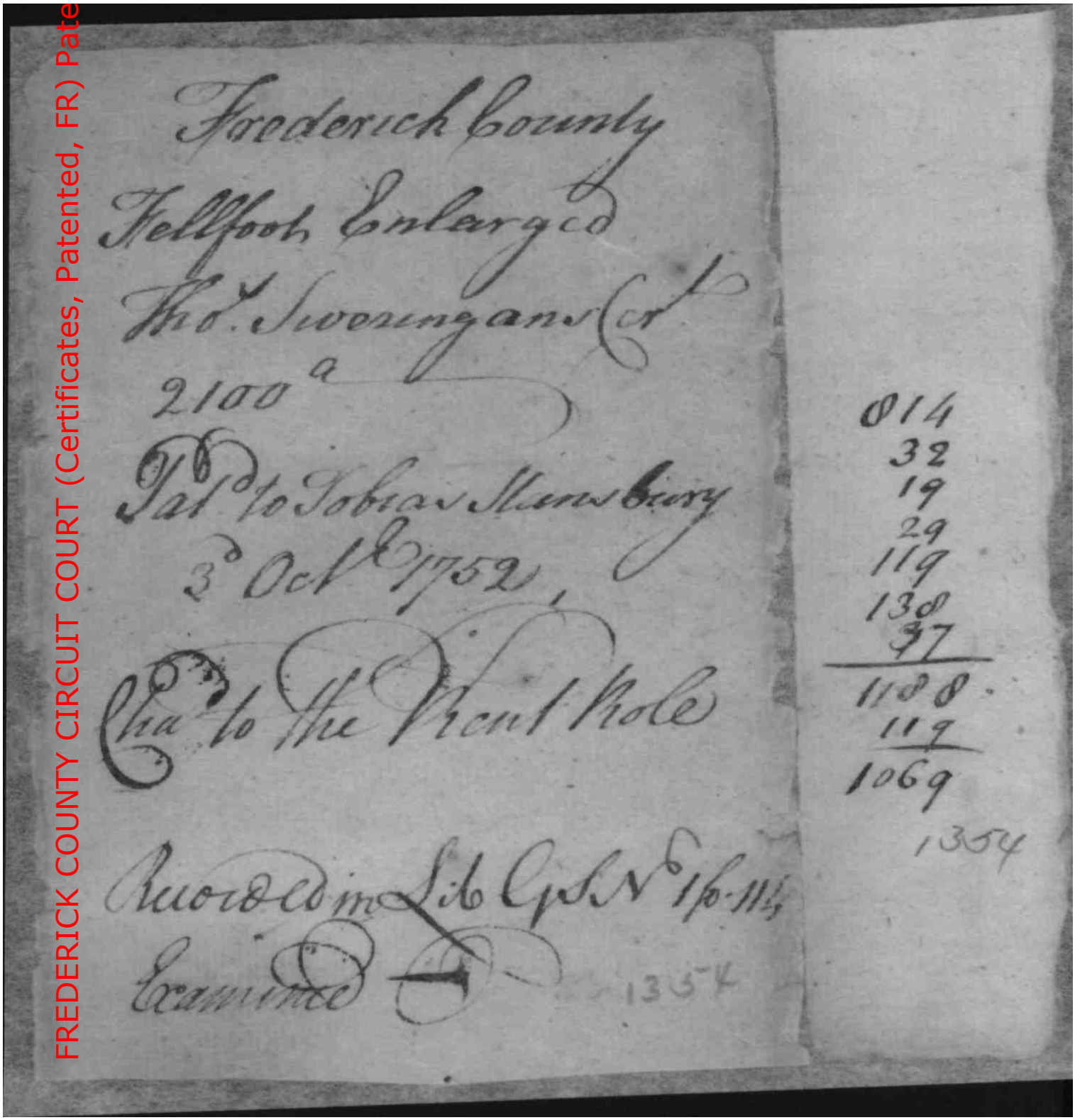
Tobias Stansbury

3rd Oct. 1752

Rec. of Cert. G.S. No. 1 folio 114

Rec. of Patent

FREDERICK COUNTY CIRCUIT COURT (Certificates, Patented, FR) Patented Certificate 1354, MSA_S1197_1418. Date available 1752/10/03. Printed 04/19/2021.



Frederick County

Fellfoot Enlarged

Tho. Swearingans Ct

2100 a

Pat to Tobias Shepherd

3 Oct 1752,

Cha to the Front Role

014
32
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1354

Recorded in Lib Cp & N° 16-114

Examined

1354

FREDERICK COUNTY CIRCUIT COURT (Certificates, Patented, FR) Pate

FREDERICK COUNTY CIRCUIT COURT (Certificates, Patented, FR) Patented Certificate 1354, MSA_S1197_1418, Date available 1752/10/03. Printed 04/19/2021.

Rec'd to Cobus Stansbury the 3 Oct. 1752 Rent & Amt. Chas Hesselius Clk Fr. the Rent Office

Frederick County

The Platte and Cash of Fellfoot Enlarged Thomas Swearingen his Land 2100 Acres

11 Sheets Ags. for the Office

29 July 1751

Certificate and Plat dirgd in the Direction of the 31. Comp.

Disallowed

R. Hesselius

2d the Cup Patentee

November 26. 1751

Amended

per J. Brooke

30 January 1752

Recommended and passed

R. Hesselius

820

of and from the above named David Redenour the sum of Four hundred and seventy five dollars current money of the United States, being the consideration mentioned in the said deed.

Witness,
John A. Cavan

William his + Marker (Seal)
mark

State of Maryland, Washington County, to wit: Be it remembered that on this fourth day of April in the year of our Lord one thousand eight hundred and thirty two personally appears William Marker, grantor in the within indenture named, before us the subscribers two of the Justices of the peace of the State of Maryland in and for Washington county, and acknowledges the said within indenture to be his act and deed. And now also personally appears Mary Marker, wife of the said William Marker, before us Justices as aforesaid, and out of the presence and hearing of her husband signs and seals the said indenture, and acknowledges the same to be her act and deed, and the lot or portion of ground therein mentioned and thereby bargained and sold to be the right and estate of David Redenour therein named, his heirs and assigns forever, according to the purport, true intent and meaning thereof and of the acts of Assembly in such case made and provided, and the said Mary Marker being by us privately examined apart from and out of the hearing of her said husband, whether she doth execute and acknowledge the said within indenture freely and voluntarily, and without being induced to do so by fear or threats of, or ill usage by her husband or by fear of displeasure, acknowledgeth that she doth. Taken and certified the day and year aforesaid. John A Cavan
Nicholas Lowe

Examined & delivered
E. Hempstead
Paid

At the request of Samuel Lost the following Deed was Recorded September 11th 1832.

This Indenture made this tenth day of September in the year of our Lord one thousand eight hundred and thirty two, Between David Hess of Montgomery County and State of Ohio, Samuel Hess of Jefferson County and State of Virginia, and John Starr of Washington County and State of Maryland of the one part, and Samuel Lost of Washington County and State of Maryland of the other part. Witnesseth, that the said David Hess, Samuel Hess and John Starr, for and in consideration of the sum of Twelve hundred and forty one dollars and seventy one cents current money of the State of Maryland to them in hand paid by the said Samuel Lost at or before the sealing and delivery of these presents, the receipt whereof the said David Hess, Samuel Hess and John Starr do hereby acknowledge, and from every part and parcel thereof do hereby acquit and discharge the said Samuel Lost his heirs, executors and administrators, they the said David Hess, Samuel Hess

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and John Sturr have granted, bargained and sold, aliened, enfeoffed and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff and confirm unto the said Samuel Cost his heirs and assigns, part of a tract of land called "Telfoot Enlarged", Beginning for the first part at a stone standing at the end of the first line of that part of the aforesaid resurvey on "Telfoot Enlarged" laid off for George Keeling, and running thence ① North twenty six degrees East twenty three perches; ② North seventy one degrees East fifty eight perches; ③ North twenty three degrees East twenty six perches to a stone standing at the end of the line of "Telfoot Enlarged"; then ④ North seventy seven degrees East eight perches to Little Antietam Creek; then down said Creek the nine following courses; ⑤ North twenty two degrees East seventeen perches; ⑥ North thirty one degrees East nine perches; ⑦ North two and one half degrees East eleven and one half perches; ⑧ North nineteen degrees West five and a half perches; ⑨ South eighty degrees West seven perches; ⑩ South twenty seven degrees West fourteen and three fourths perches; ⑪ South seventy four degrees West six perches; ⑫ North fifty three and a half degrees West twenty two perches; ⑬ South four and a half degrees West twenty three perches; ⑭ South forty three degrees West six perches; South thirty two degrees West fifty four perches; North seventy one degrees West twenty seven and a half perches into the centre of the Turnpike Road, and with the centre of the said Road South twenty eight degrees West thirty seven and a half perches to the end of the second line of that part of the aforesaid land laid off for George Keeling and with said second line reversed to the beginning, containing twenty and three fourths acres of land, Also one piece of land being a part of the aforesaid resurvey on "Telfoot Enlarged" and part of a "tract of land called "Gordons Purchase", "Beginning at the end of sixty four perches on the first line of "Gordons Purchase", running thence South one degree West twelve perches; South forty eight degrees West six perches; South forty two degrees West ten perches; North sixty one degrees West seven perches; North seventeen degrees West seventeen perches; North eighty six degrees West seventeen perches into the centre of the Turnpike Road, and with the centre of said road North forty three degrees East fifteen and one half perches; North sixty five and a half degrees East thirty perches; still with the centre of said road North fifty nine and a half degrees forty perches; South thirty three degrees West sixteen and a half perches to a stone; thence South seventy four degrees West twenty three perches to a stone; then to the place of "Beginning; containing sixty acres three roods and fifteen perches of land more or less, together with all and singular the buildings, improvements, woods, ways, waters, water courses, rights, liberties, privileges, hereditaments whatsoever thereunto belonging or in any wise appertaining; and the reversions and remainders, rents issues and profits thereof, and all the estate, right, title and interest whatsoever of them the said David Hess, Samuel Hess and John Sturr both at law and in equity of, in to and out of the said tracts or parcels of land and premises hereby bargained and sold, or meant, mentioned or intended hereby so to be, and every part and parcel thereof; To have and to hold the said tracts or parcels of land as aforesaid described, together

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with the buildings and appurtenances and all and singular
other the premises hereby bargained and sold, or meant mentioned
or intended hereby so to be, and every part and parcel thereof,
with their and every of their appurtenances unto the said
Samuel Cost his heirs and assigns forever, and to and for no other
use intent or purpose whatsoever; and the said David Hess,
Samuel Hess and John Sturr for themselves, their heirs, executors
and administrators, do hereby covenant, grant, promise and agree
to and with the said Samuel Cost his heirs, executors, administrators
or assigns that they the said David Hess, Samuel Hess and John
Sturr and their heirs, the said tracts or parcels of land hereby granted
bargained and sold, and every part and parcel thereof, with the
appurtenances thereunto belonging to him the said Samuel Cost
his heirs and assigns, against them the said David Hess, Samuel
Hess and John Sturr and their heirs, and against all and every person
or persons whatsoever claiming or to claim any right, title or interest
in, and to the same, or any part thereof, shall and will war-
rant and forever defend. In Witness whereof the said David
Hess, Samuel Hess and John Sturr have hereunto subscribed
their names, and affixed their seals, the day and year first
herein before written.

Signed, Sealed and delivered,
in presence of us
Jacob Miller
David Brookhart

David L. Hess (Seal)
Samuel Hess (Seal)
John Sturr (Seal)

State of Maryland, Washington County, to wit:

Be it remembered that on this tenth day of September in the year
of our Lord one thousand eight hundred and thirty two, personally
appear David Hess of Montgomery County & State of Ohio, Samuel
Hess of Jefferson County, Virginia, and John Sturr of Washington County
and State of Maryland, the party grantors above named, before us
two of the Justices of the Peace for Washington County and State of
Maryland aforesaid, and acknowledge the above deed or instrument
of writing to be their act and deed, and the lands and premises
therein mentioned, and thereby bargained and sold, to be the right
and estate of the above named Samuel Cost party grantee also therein
named his heirs and assigns forever, according to the true intent and
purport and meaning of the said deed or instrument of writing, and the
acts of Assembly in such case made and provided. And now at the
same time personally appears Elizabeth Sturr wife of the said John
Sturr before us the subscribers two of the Justices of the Peace as afore-
said, and acknowledges the said deed or instrument of writing to be
her act and deed, and the lands and premises therein mentioned to
be the right and estate of the above named Samuel Cost his heirs

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and assigns forever; and the said Elizabeth Stuar being by us privately examined apart from and out of the hearing of her husband, whether she doth make her acknowledgement of the same willingly and freely and without being induced thereto by fear or threats of, or ill usage by her husband, or fear of his displeasure; acknowledges that she doth make her acknowledgement of the same, willingly and freely and without being induced thereto, by fear or threats of, or ill usage by her husband, or fear of his displeasure. And we the subscribers do further certify, that from oath made on the Holy Evangelists of Almighty God, by the aforesaid David Hoffs, Samuel Hoffs, John Stuar and Elizabeth Stuar, We are satisfied that the said David Hoffs, Samuel Hoffs, John Stuar and Elizabeth Stuar are the persons who are named and described as and professing to be the party grantors in the aforesaid deed or instrument of writing. Taken and certified the day and year above written, before, Jacob Miller. David Brookhart.

Recorded & delivered to Grantee 20 Aug. 1833

At the request of Jacob Coffman the following Bill of Sale was Recorded Sept. 12th 1832.

KNOW all men by these presents, that I Lewis Howard of Washington County, in the State of Maryland, for and in consideration of the sum of two hundred dollars current money to me in hand paid by Jacob Kaufman of the county aforesaid, and at and before the sealing and delivery of these presents, the receipt whereof I the said Lewis Howard do hereby acknowledge, have granted, bargained and sold, and by these presents do grant, bargain and sell, unto the said Jacob Kaufman, his executors, administrators and assigns all the following goods and chattels to wit: thirteen Hogs, one wagon body, four sets of Gears, three Ploughs, five head of Cows, two Horses, four acres of Corn, one fourth Dills Potatoes, one Cupboard, one Bureau, three Pots, one Skillet, Knives & forks, Plates and dishes, and all Garden affairs, and all loose property &c. and singular which said goods and chattels are now remaining, standing and being in a certain messuage or tenement, situate in Washington County aforesaid, and now in the occupation of the said Lewis Howard. To have and to hold all and singular the said goods, household stuff and furniture, and other the premises above bargained and sold, or mentioned or intended so to be, to the said Jacob Kaufman, his executors, administrators and assigns, forever; And I, the said Lewis Howard for myself, my heirs, executors and administrators, all and singular the said goods, household stuff and furniture, and other the premises, unto the said Jacob Kaufman, his executors, administrators and assigns, against me the said Lewis Howard, my executors and administrators, and against all and every other person or persons whatsoever, shall and will warrant and forever defend by these presents; of all and singular which said goods, household stuff and furniture, and other the premises, I the said Lewis Howard have put the said Jacob Kaufman in full possession, by delivering to him the said Jacob Kaufman, one table Spoon, in the name of the whole premises hereby bargained and sold, or mentioned

WASHINGTON COUNTY COURT (Land Records, Original) NN, p. 0523, MSA_CE67_34. Date available 11/08/2007. Printed 04/19/2021.

Attest James H. Leggett

John B. Newcomer (seal)

Nancy Newcomer (seal)

$139.06 Received from Jesse Bell, the sum of One hundred and thirty nine dollars and six cents being the consideration money expressed to be paid in the foregoing indenture

State of Maryland, Washington County to wit:

I hereby certify, that on this 16th day of March in the year One thousand eight hundred and seventy four, before the subscriber a Justice of the Peace for Washington County, personally appeared John B. Newcomer and Nancy Newcomer his wife and did each acknowledge the foregoing deed to be their respective act

James H. Leggett J. P.

This Deed, Executed Stamp 50¢ Paid

At the request of David Kretzer the following deed was recorded March 21st 1874.

Made this twenty second day of March in the year of our Lord One thousand eight hundred and seventy two by Aaron Cost and Malinda A. Cost his wife, of the County of Washington and State of Maryland, Witnesseth, that for and in consideration of the sum of three hundred and fifty dollars, the said Aaron Cost and Malinda A. Cost his wife, do grant unto David Kretzer of the County of Washington and State of Maryland his heirs and assigns in fee simple, all of the following described tract or parcel of land, situate, lying and being in the County and State aforesaid, and near the town of Hedgesville: Beginning at a planted stone standing near and in a northerly direction from the West end of the Washington County Rail Road bridge across Little Antietam, where said stream passes through the lands of Jacob Keedy, and the lands of Elias Swisely and running thence down said Creek: North 23 degs. East 17 perches North 31 degs. East 9 perches North 10½ degrees East 11½ perches North 19 degrees West five and a half (5½) perches to a planted stone: North 7½ degs. East five tenths of a perch, North 7¼ degs. West 3 perches, South 83½ degrees, West 21 perches, South 60¾ degrees West 2 perches, S. 34¾ degs. West 4 perches, South 29 degrees, West 13 perches, South 7¼ degrees, West 6 perches, North 53½ degrees, West 7¾ perches to a stone, North 13 degrees, East 9/10 perches to a stone, North 54 degrees West 10 perches, North 20 degs. West 3 perches into the Mill dam, North 35 degrees, West 1 9/10 perches, South 32 degrees, West 21 perches, North 80 degrees, West 2 8/10 perches, South 13¾ degrees West, until it intersect the pailings of the Washington County Rail Road, thence bounding on the pailings of that road, to the place of beginning, containing 3¾ acres and 36 perches of land more or less, the same being part of a tract of land called "the Resurvey and Fellfoot Enlarged," and part of a tract called "Godwin's Purchase," The said Aaron Cost and Malinda A. Cost do hereby grant unto the said David Kretzer his heirs and assigns forever, the use of a waggon road to and from said land hereby conveyed, commencing at a stone planted on the West margin of the said Washington County Rail Road at or at said Cost calls his Rail Road Crossing, and running thence along the Westward boundaries of said road, South 30¾ degrees East 14 perches to a stone, South 36 degrees East 10 9/10 perches to the lands of Jacob Keedy, thence along the division line between said Aaron Cost and Jacob Keedy until it intersect the road leading from said Jacob Keedy's house to the County road leading past Hedgesville to Martin's Gallis Mill, Together with all the buildings erected thereon, And all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same, or in anywise appertaining, And the said Aaron Cost and Malinda A. Cost his wife hereby further covenant that they will warrant generally, the property hereby granted; And that they will execute such further assurances as may be requisite and necessary, Witness our hands and seals.

"The words" North 80 degs. West" in the 28th line having been first interlined.

Test John Murdock J. P.

Aaron Cost (seal)

Malinda Cost (seal)

James Brown

State of Maryland, Washington County, to wit:

I hereby certify, that on this twenty second day of March, in the year One thousand eight hundred and seventy two, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Washington County aforesaid personally appeared Aaron Cost and Malinda A. Cost his wife and acknowledged the foregoing deed to be their respective act.

John Murdock J. P.

WASHINGTON COUNTY CIRCUIT COURT (Land Records) WMcK 6 & GBO 72, p. 0363, MSA_CE18_22. Date available 03/13/2006. Printed 04/19/2021.

On the foot of the same were wrote the following indorsement Do Wit

Received March 14th 1792 from William Hess the Sum of Forty Six pounds Ten Shillings Specie being the Consideration Within Mentioned Witness Alex.r Clagett Adam Ott.

Washington County Sc.t March 14th 1792 Then Came Christina Snider before me the Subscriber One of the Justices of the peace for the County aforesaid and Acknowledged the within Instrument of writing to be her Act and Deed and the half Lott or Portion of ground and premises therein Mentioned to be the right and Estate of the within Named William Hess his heirs And Assigns for ever Alex.r Clagett Before Adam Ott.

5 Sides 19 Lots

Examined & Delivered to Jacob Hess

At the request of Jacob Hess and others We the following Survey was recorded March 15th 1792 Clagett

The State of Maryland Sc.t — Whereas we the Subscribers inhabitants of Washington County are Seizd in fee of and in a Tract of Land lying in the County aforesaid call'd and known by the name of Fellfoot Enlarged which we hold by course and distance only And the inconveniency resulting from the variation of the Magnatick needle compell us to make use of those means prescribed by the Legislature of this State (in an Act of Assembly entitled and Act for making and bounding Lands, pass'd at November Session Seventeen hundred & eighty Six) to prevent the further progress of the Vacation aforesaid We hereby certify that we have Unanimously agreed and have caused the out lines of the land Called Fellfoot Enlarged to be accurately run and have marked and bound the same as well in the direction thereof as the extent of every line agreeably to the Certificate of Resurvey thereof, And have also caused the Several divisional lines between us to be marked and bounded most agreeably to the Original location as appears by the annex'd platts Begining for the out lines of the whole Tract at a bound White Oak where is a Stone now planted Standing in the forth of Little Antietam it being the begining Tree of the original Tract called Fellfoot, and Tuning thence South eighty degrees East one hundred and fifty perches to a Stone marked N.o I then north twenty degrees East one hundred and fifty perches to a Stone marked N.o II. then north thirty eight degrees West thirty Six perches to a Stone marked N.o III. then North five degrees West fifty perches to stone marked N.o IV. then north thirty degrees East one hundred and Sixteen perches to a Stone marked N.o V. then north seventy Seven degrees East one hundred perches to Stone N.o VI. then north Sixty ~~degrees~~ perches to Stone N.o VII. then North twenty two degrees East forty perches to Stone N.o VIII. then north thirty four degrees West eighty Six perches to Stone N.o IX. then north thirty perches to Stone N.o X. then north Seventy three degrees East ninety Six perches to Stone N.o XI. then north fifty five degrees West fifty Six perches to Stone N.o XII. then south seventy degrees West eighty Six perches to Stone N.o XIII. then South fifty perches to Stone N.o XIV. then South fifty degrees West Seventy perches to Stone N.o XV. then South fifteen degrees West one hundred & forty perches to Stone N.o XVI. then South twenty five degrees West Sixty perches to Stone N.o XVII. then North Sixty five degrees West fifty nine perches to Stone N.o XVIII. then South Sixty degrees West thirty three perches to Stone N.o XIX. then north thirty three degrees West Sixty perches to Stone N.o XX. then South eighty five degrees West Seventy eight perches to Stone N.o XXI. then South thirty Seven degrees West fifty two perches to Stone N.o XXII. then North forty nine degrees West eighty perches to Stone N.o XXIII. then North Six degrees West twenty two perches

WASHINGTON COUNTY COURT (Land Records, Original) G, p. 0621, MSA_CE67_7. Date available 10/12/2007. Printed 05/28/2020.

to a Stone N.° XXIV. then north twenty one degrees East one hundred and twenty perches to Stone N.° XXV. then South forty five degrees East one hundred & twenty two perches to Stone N.° XXVI. then North twenty Eight degrees East fifty two perches to Stone N.° XXVII. then North twenty four degrees West Seventy eight perches to Stone N.° XXVIII. then North one hundred and Seventeen perches to Stone N.° XXIX then North eighty Seven degrees East Sixty four perches to Stone N.° XXX. then South Sixteen degrees East thirty five perches to Stone N.° XXXI. then South twenty one degrees West thirty two perches to Stone N.° XXXII. then South two degrees West one hundred and twenty four perches to Stone N.° XXXIII. then South thirty one degrees West thirty two perches to Stone N.° XXXIV. then South Seventy two degrees East Seventy Six perches to Stone N.° XXXV. then North thirteen degrees East one hundred perches to Stone N.° XXXVI. then North fifty Seven degrees East one hundred perches to Stone N.° XXXVII. then north one hundred and then perches to Stone N.° XXXVIII. then North Sixty one degrees East one hundred and eighteen perches to Stone N.° XXXIX. then South Seventy eight degrees East forty two perches to Stone N.° XL. then North five degrees West two hundred & fourteen perches to Stone N.° XLI. then North Sixty five degrees West Seventy four perches to Stone N.° XLII. then South thirty Seven degrees West one hundred and fourteen perches to Stone N.° XLIII. then West one hundred and ten perches to Stone N.° XLIV. then South Sixty nine degrees West one hundred and fifty five perches to Stone N.° XLV. then South twenty Seven degrees West three hundred and thirty Eight perches to Stone N.° XLVI. then South thirty five degrees West one hundred & forty four perches to Stone N.° XLVII then South nineteen degrees West one hundred & four perches to Stone N.° XLVIII. then South twenty perches to Stone N.° XLIX. then South eighty two degrees West twenty two perches to Stone N.° L. then North Sixty degrees West Sixty four perches to Stone N.° LI. then South twenty Eight degrees East one hundred and Sixty perches to Stone N.° LII. then South forty four degrees East eighty Six perches to Stone N.° LIII. then North forty Six degrees East eighty two perches to Stone N.° LIV. then North ninety perches to Stone N.° LV. then North fifty five degrees East Seventy perches to Stone N.° LVI. then South forty three degrees East twenty Eight perches to Stone N.° LVII. then South twenty five degrees East one hundred & four perches to Stone N.° LVIII. then South one hundred and thirty perches to Stone N.° LIX. then South twenty degrees East one hundred, and fifty perches to Stone N.° LX. then North thirty Eight degrees East Seventy perches to Stone N.° LXI. And then by a Straight line to the begining containing twenty one hundred and Acres of Land more or less. — Begining for Conrad Snableys part of said land being the part described on the platt by N.° 1. at the begining of the whole Tract and running thence North eighty degrees East one hundred and fifty perches to Stone then north twenty degrees East to intersect the third line of the whole Tract then with the out lines of the whole Tract to a Stone at the end of two and a quarter perches on the fourth line of Said Tract then with the division line between said Snabley and John Rose North Seventy one degrees West one hundred & twenty Six perches to a Stone in a lane between said Snabley and Jn.° Rose marked HKO. then by a line drawn to a Stone marked CS. Standing at the end of thirty four perches on the fifty eighth line of the whole Tract and then by and with the out lines of the said whole Tract to the Begining. Begining for Samuel Bakers part of said Tract being the part described on the platt by N.° 2. at the begining of the whole Tract

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and runs thence North eighty degrees East one hundred and fifty perches to a Stone then North twenty degrees East four perches North five degrees West nine perches North fifty nine degrees East eight perches North Sixty four degrees East eighteen perches to the Second line of the whole Tract at the end of eighty one perches thereon and then reversing the out lines of the said whole Tract to the Begining. Beginning for John Rores first part of said Tract, distinguished on the platt by No. 3 at the end of eighty one perches on the second line of the whole Tract and runs thence reversing the lines of Samuel Bakers part to the Second line of Conrad Snabley part of said land and then with that line to the third line of the whole Tract and then reversing the out lines of the said whole Tract to the Begining of said part Beginning for John Rose part of said land described on the platt by No. 4 at a stone marked C.S. Standing at the end of thirty four perches on the fifty eighth line of the whole Tract & runs thence reversing the out lines of the whole Tract to little Anteatom and then runing up and with the meanders of said little Anteatom North eighty degrees East Six perches North twenty two degrees East ten perches, North forty degrees East Six perches, North Six degrees East four perches North thirty degrees East twelve perches, North twenty Seven degrees East Seventeen perches, then North forty two degrees East to the Second line of Gordons purchase then with the lines of Gordons purchase to John Shua's part of said Land then runing with said part South thirty eight degrees East forty perches to a Stone, South Seventy eight degrees East Seventy two perches to a Stone, North Sixty four degrees East eighty three perches and four links to a Stone. then North eleven degrees West twenty eight and a half perches to a Stone at the end of Seven perches Sixteen links on the Nineteeth line of Fellfoot Enlarged then Reversing the out lines of said Tract to the end of the Seventeeth line thereof then by a line drawn to the end of ... Forty Six perches on the fifth line of Fellfoot Enlarged where Stands a Stone And then Still Reversing the out lines of Fellfoot Enlarged to a Stone at the end of two & a quarter perches on the fourth line thereof then runing with the devision lines between said Rose and Conrad Snabley North seventy one degrees West one hundred & twenty six perches to a Stone marked H.K.O. Standing at the end of a lane then with a line drawn to the first Begining. Beginning for John Shua's part of said Land described on the platt by No. 5. at a Stone Standing at the end of the third line of a Tract of Land called Gordons purchase and runing thence South Sixty degrees West thirty five perches to a Stone then with John Rores lines South thirty eight degrees East forty perches, South Seventy eight degrees East Seventy two perches to a Stone North Sixty four degrees East eighty three perches four links to a Stone then North Eleven degrees West twenty eight and a half perches to a Stone in the nineteeth line of the whole Tract called Fellfoot Enlarged then with said land to the end of Sixty Six perches on the twenty first line thereof then South fifty one degrees West Sixteen perches and then by a Straight line to the Begining. Beginning for Jacob Hess's part of said Land described on the platt by No. 6. at a Stone marked I.H. on one side and M.S. on the other in a lane at the end of two hundred and Seventy eight perches and thirteen feet on the forty Sixth line of the whole Tract and runing thence with the out lines of the said whole Tract untill the fifty Seventh line thereof crosses little Anteatom to the east side thereof then up and with the meanders of little Anteatom, the Several following courses North eight degrees East Six perches North twenty two degrees East ten perches, North forty degrees East Six perches, North Six degrees East four perches,

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North thirty degrees East twelve perches, North twenty seven degrees East Seventeen perches, then North forty two degrees East to intersect the twenty third line of the whole Tract then by and with the out lines of the said whole Tract to a Stone marked IH. Standing at the end of nine perches and eight links in the twenty Seventh line thereof And then by a Straight line to the beginning which Straight line is the divisional lines between the said Jacob Hefs and Mich.l Spreut. Beginning for Mich.l Spreuts part of said Land described on the platt by N.o 7. at the Stone mentioned for the beginning of Jacob Hefs's part of Said Land and runs thence with a line drawn to the Stone marked IH. Standing at the end of nine perches and eight links on the twenty Seventh line of the whole Tract then with the out lines of said whole Tract to a Stone mark'd IT. at the end of eleven links on the twenty eighth line thereof then with the divisional lines between said Spreut and Jacob Thomas North forty one degrees West Seventy four perches And nineteen links to a Stone N.o 2. then North one and a half degrees East Six perches and seven links to Stone N.o 3. North thirty eight and a Quarter degrees West one hundred & Seventy three perches and nine links to a Stone mark'd IT. on one Side and MS. on the other Standing in a lane at the end of one hundred and eighty three perches on the forty Sixth line of the whole Tract And then with said forty Sixth line to the Begining Beginning for Jacob Thomas part of said Tract described in the platt by N.o 8 at a Stone mark'd CT. on one side and IT. on the other ~~side~~ Standing at the end of thirty two perches twenty one links on the forty Sixth line of the whole Tract and runs thence with the division lines between Jacob Thomas and the Heirs of Christian Thomas South fifteen and a half degrees East one hundred and fifty perches to Stone N.o 6. then South three degrees West eighteen perches to Stone N.o 7. then South two degrees East forty eight perches to Stone N.o 8. then South forty eight and a half degrees East twenty two perches & three links to a Stone mark'd ITS. at the end of thirty four perches fourteen links on the twenty ninth line of the whole Tract then reversing the out lines thereof to a Stone mark'd IT. at the end of eleven links on the twenty eight line And then with the division lines between said Jacob Thomas and Mich.l Spreut North forty one degrees West Seventy four perches and nineteen links to Stone N.o 2. then north one and a half degrees East Six perches and Seven links to Stone N.o 3. then North thirty eight and a quarter degrees West one hundred and Seventy three perches and nine links to a Stone mark'd IT. on one side and MS. on the other Standing in a Lane at the end of one hundred and eighty three perches on the forty Sixth line of the whole Tract And then Reversing that line to the Beginning. — Beginning for the part belonging to Christian Thomas's Heirs described on the platt by N.o 9 at a Stone marked CT. on one side and IT. on the other at the end of thirty two perches twenty one links on the forty Sixth line of the whole, and runs thence with the lines of Jacob Thomas's part of said Tract South fifteen and a half degrees East one hundred and fifty perches to Stone N.o 6 then South three degrees West eighteen perches to Stone N.o 7. then south two degrees East forty Eight perches to Stone N.o 8. then South forty eight and a half degrees East twenty two perches and three links to Stone mark'd ITS. at the end of thirty four perches fourteen links on the twenty ninth line of the whole Tract And then with the out lines of the whole Tract to Stone N.o 1. at the end of twenty Six perches, fourteen links on the thirty sixth line of the whole Tract and then by

and

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and with a division line between the said Heirs and the heirs of Philip Shoal to Stone No. 2 at the end of Sixty one perches on the forty fifth line of the said whole Tract And then by and with the out lines of the same to the begining Beginning for the part belonging to the Heirs of Philip Shoal described on the platt by No. 10 at a Stone mark'd PS. Standing by a bound black Oak and runs thence with a division line between the said Heirs, and Martin Lyon to Stone No. 1. aforesaid Standing at the end of twenty Six perches fourteen links on the thirtyeth line of the whole Tract, then by a line drawn to Stone No. 2 at the end of Sixty one perches on the forty fifth line of the whole Tract And then with the out lines thereof reversed to Stone No. 4. at the end of Forty eight perches ten links on the forty fourth line of said whole Tract then with the division line between said Heirs and Frederick Woolf South fifteen and a half degrees West one hundred and thirty Nine perches thirteen feet to Stone No. 5. then South two and a quarter degrees East eighty eight & a half perches to the aforesaid Black Oak the begining of this part Beginning for Frederick Woolf part of the said Tract described on the platt by No. 11. at the Stone mark'd PS. Standing at a black Oak the begining for the part belonging to Philip Shoats Heirs and running for a division between said Woolf and Martin Lyon South eighty eight and a quarter degrees East Forty nine perches. to Stone No. 1. then South Sixty three & a quarter degrees East forty eight perches to Stone mark'd WL. at the end of Sixty Six and a half perches on the thirty eighth line of the whole Tract then with the out lines thereof to a Stone mark'd WT. in a lane between said Woolf and Mich.l Thomas at the end of ninety two and a half perches on the thirty ninth line of the whole Tract then running the division lines between said Woolf and Thomas North twenty nine and a half degrees West nineteen perches three links to a Stone No. 1 then North fifty eight degrees West Sixty Seven and a half perches five links to Stone No. 2. And then with a line drawn to Stone No. 3 at the end of thirty nine perches on the forty fourth lines of the whole Tract then with that line to Stone No. 4 at the end of forty eight perches ten links on the said forty fourth line and then with the part belonging to Philip Shoats Heirs to the begining Beginning for Mich.l Thomas's part described on the platt by No. 12 at a Stone mark'd WT. in a lane between Said Thomas and Frederick Woolf at the end of ninety two and a half perches on the thirty ninth line of the whole Tract & running the division lines between Michael Thomas and Fredrick Woolf North twenty nine and a half degrees West nineteen perches three links to Stone No. 1 then North fifty eight degrees West Sixty seven and a half perches and five links to Stone No. 2 and then by a line drawn to Stone No. 3 at the end of thirty nine perches on the forty fourth line of the whole Tract And then by and with the out lines of the s.d whole Tract reversed to the begining Beginning for one part of Martin Lyons described on the platt by No. 13. at a Stone marked PS. Standing at a Black Oak the Begining for the part belonging to Philips Shoats Heirs and also the begining of Frederick Woolfs part and runs to the end of the thirtyeth line of the whole Tract and then by and with the out lines of the whole Tract to a Stone mark'd WL. at the end of Sixty Six and a half perches on the thirty eighth line thereof then North Sixty three and a quarter degrees West forty eight perches to Stone No. 1, then by a straight line drawn to the place of begining — Beginning for Conrad Nichodemus part of said land described on the platt by No. 14. at a Stone mark'd N. at the end of forty two perches and thirty one feet on the thirteenth line of the whole Tract Run South

WASHINGTON COUNTY COURT (Land Records, Original) G. p. 0625, MSA_CE67_7. Date Available 10/14/2007. Printed 12/18/2020.

fourteen degrees West fourteen perches ten links to Stone No. 1. then South forty degrees East thirty two perches eight links to Stone No 2 at the end of twenty three perches five links on the eleventh line of the whole Tract and then by and with the out lines thereof to the begining. — Begining for Fredrick Woolfs Second part described on the platt by No. 15. at Stone mark'd W. Standing at the end of Sixty perches and thirty one feet on the thirteenth line of the whole Tract Run South fifty eight and a half degrees East fifteen and a half perches to Stone No 1. then North fourteen degrees East fourteen perches ten links to Stone Marked N. at the end of forty two perches and thirty one feet on the thirteenth line of the whole Tract, and then with that line to the begining Begining for Martin Lyons's Second part described on the platt by No 16 at a Stone mark'd W. Standing at the end of Sixty perches and thirty one feet on the thirteenth line of the whole Tract and runs thence South fifty eight and a half degrees East fifteen and a half perches to Stone No 1. then South forty degrees East thirty two perches eight links to a Stone No 2. at the end of twenty three perches five links on the eleventh line of the whole Tract and then with the out lines of said whole Tract reversing to a Stone No 1 at the end of Sixteen perches two and a half feet on the ninth line thereof then run the division lines between said Martin Lyon and Jacob Beam, South twenty one degrees and a half degrees West forty three and a quarter perches to Stone marked IB N°. then South one degrees West eleven perches to Stone IB N then South Seventy seven degrees West eighty five perches to Stone mark'd IB N°. then South twenty three degrees East fourteen, and a half perches to Stone marked IB N°2 then with a line drawn to a Stone at the end of Seventy two perches on the Sixteenth line of the whole Tract and then with the out lines of the whole Tract Reversed to the begining Stone aforesaid. —

Begining for Jacob Beams part of said Tract at the end of forty Six perches on the fifth line of the whole Tract and Running thence with the outlines of the whole Tract to a Stone mark'd 1 at the end of Sixteen perches two and a half feet on the ninth line thereof then with the lines of Martin Lyons part described on the platt by No 16 to a Stone at the end of twenty two perches on the Sixteenth line of the whole Tract and then by and with the out lines of said whole Tract to the end of the Seventeeth line thereof and then by a Straight line ~~thereof~~ to the begining. —

And We the Subscribers as aforesaid do further Certify that we have fairly agreed upon all and every of the out lines of the whole Tract called Fellfoot Enlarged as also the Several division lines as mentioned in this Certificate and described in the platt Annexed, and do request the same may be recorded among the Land Records of Washington County and there to remain in perpetual memory In Witness whereof we have hereunto Subscribed our Names this fifteenth day of December Seventeen hundred and ninety. —

Martin Lyon
Jos Ross
Jacob Beam. Sworn before me Jos Ross Justice

Sworn before me Jacob Beam Jacob Lyon David Lowe Commissioners

Recorded

Jacob Stull

40 sides 53 to 1

Liber/Folio	Grantee	Grantor	Date
6070/197	Uncle Eddies Broken-Down Palace	Deena A. Holder	May 31, 2019
5827/370	Deena A. Holder	Uncle Eddies Broken-Down Palace	Aug 14, 2018
5726/224	Uncle Eddies Broken-Down Palace	David W. Hutzell + Mark H. Hutzell	April 10, 2018
408/137	Harry C. Hutzell Jr + Mary Jane Hutzell	Ivan S. Hammond + Virginia Hammond	May 20, 1964
374/763	Ivan S. Hammond + Virginia Hammond	Lester Hammond Et Al	Oct 23, 1961
265/235	Frank Allan Hammond + Vernie Ellen Hammond	Clarence L. Mace + Sarah C. Mace	Aug 21, 1951
245/75	Clarence L. Mace + Sarah C. Mace	Chelo P. Flook Charles L. Flook Elizabeth A. Flook	Dec 30, 1947
218/608	Chelo P. Flook + Charles L. Flook	Paul N. Wyand Trustee	April 20, 1942
218/607	Paul N Wyand Trustee	Emory O. Flook Et Al.	April 20, 1942
157/535	Martin L. Flook	Franklin C. Baker + Emma E. Baker	March 20, 1920
157/108	Franklin C. Baker + Emma E. Baker	Thomas Jamison + Daisy M Jamison	March 18, 1920
154/229	Thomas Jamison + Daisy M Jamison	Peter E Kretzer + Nannie B. Kretzer	Dec. 31, 1918

LIBER/FOLIO	GRANTEE	GRANTOR	DATE
127 / 328	PETER E. KRETZER	FRANK G WAGAMAN + LEON R. YOURTEE	JAN. 10, 1908
W McKK6/363	DAVID KRETZER	AARON COST + MALINDA COST	MARCH 22, 1872
NN / 520	SAMUAL COST	DAVID HESS + SAMUAL HESS	SEP. 10, 1832
	SAMUAL COST	JOHN J. KEEDY + MARY ANN KEEDY	MARCH 8, 1859

4491/100	BENJAMINE N. ESTES	MAXWELL B. HOPE II + YVONNE HOPE	MARCH 13, 2013	PLAT 9186
1108/582	MAXWELL B. HOPE II + YVONNE HOPE	RICHARD M. JOLLES	JULY 15, 1993	LOT 1, 4040
1092/694	"	"	MAY 14, 1993	LOT 1, 4040
1077/442	RICHARD M. JOLLES	RICHARD M. JOLLES + ANN P. MATHESON	DEC. 16, 1992	
984/1002	RICHARD M. JOLLES + ANN P. MATHESON	ELLIS G. REMSBURG + ALICE V. HOCKENBERRY	NOV 13, 1984	CONFIRM. PARCEL 1
960/502	RICHARD M JOLLES + ANN P. MATHESON	ELLIS G. REMSBURG + ALICE V. HOCKENBERRY	JUNE 29, 1990	PARCEL 1 &
172/516	HARRY REMSBURG + OLIVE C. REMSBURG	FRISBY M. CLOPPER	SEP 24, 1928	PARCEL 1+ 2
145/152	FRISBY M. CLOPPER	CHARLES E. CLOPPER ET AL	SEP 11, 1914	"
100/344	S. HARMON CLOPPER	GRANT WYAND + ROSETTA WYAND	APRIL 29, 1893	PARCEL 1
94/638	GRANT WYAND	HENRY H KEEDY + JULIA M KEEDY	APRIL 9, 1890	
94/426	HENRY H KEEDY	SAMUEL MUMMA ET AL	MARCH 11, 1890	PARENT

personal property to be disposed of at public or private sale at her discretion, at such time and place as she may see proper, and apply the whole or as much of my estate as she may desire to her own use proper use and what may be left (if any) to be for distribution to my children or their heirs respectively share and share alike

And lastly I do hereby constitute and appoint my dear wife to be sole Executrix of this my last will and testament revoking and annulling all former wills by me heretofore made ratifying and confirming this and none other to be my last will and testament.

In Testimony whereof I have hereunto set my hand and affixed my seal this seventy second day of May in the year of our Lord One thousand Eight hundred and sixty.

Samuel Butler (Seal)

Signed sealed and published and declared by the above named testator as and for his last will and testament in the presence of us who at his request in his presence and in the presence of each other have subscribed our names as witnesses hereto

David Sarrette Augustus A. Biggs J. Lemley Sarrette

State of Maryland, Washington County to wit.

On this 26th day of September A.D. 1868 came David Sarrette and Augustus A. Biggs two of the three subscribing witnesses to the foregoing last will and testament of Samuel Butler deceased and severally made oath on the Holy Evangely of Almighty God that they did see the said testator sign and seal and heard him that does hereby sign publish pronounce and declare the same to be his last will and testament that at the time of his so doing he was to the best of their apprehensions of sound and disposing mind memory and understanding and that they subscribed their names as witnesses hereto at the request and in the presence of the said testator the other subscribing witness as they have also the same.

Sworn & sig. & Recd. Court.

Test

Wm. S. Barber Register of Wills

Last Will and Testament of Samuel Butler deceased

In the name of God. Amen. I Samuel Butler of Washington County in the State of Maryland being in perfect health of body and of sound and disposing mind memory & understanding, considering the certainty of death and the uncertainty of the time thereof, and being desirous to settle my worldly affairs as I may be the better prepared to leave this world when it shall please God to call me hence do therefore make and ordain this my last will and testament in manner and form following that is to say.

First and principally I commit my soul into the hands

of Almighty God, and my body to the earth to be decently buried at the discretion of my Executors hereinafter named, and after my debts and funeral charges are paid I devise and bequeath as follows.

I devise and bequeath to my Son Alfred M. Bost at the rate of fifty five ($55) Dollars per acre the farm on which he now resides commonly called "The Bevey Farm" containing about one hundred and fifty acres more or less also a tract or parcel of land situated in the South Mountains purchased of the Rev. ____ Bevey containing about thirty one (31) acres more or less at ten dollars per acre.

Item I devise and bequeath to my Son Jacob M. Bost the farm on which he now resides commonly called the "Mill Farm" containing about one hundred and thirty acres more or less at fifty five ($55) Dollars per acre, Also the half of a tract or parcel of Mountain land situated near Fetterstown County & State aforesaid, called Bell or parcel of land containing twenty two acres and the half of a parcel of Mountain land containing twenty acres called "the Patrick Spring land" at ten ($10) Dollars per Acre.

I devise and bequeath to my Son Aaron Bost the farm on which he now resides situated in the County and State aforesaid commonly called "The Deane Farm" and containing about one hundred and seventy (170) Acres more or less at sixty five ($65) Dollars per Acre, Also the half of a tract of Mountainous land situated near Fetterstown County & State aforesaid called Bell or parcel of land containing twenty two (22) Acres. Also the half of a tract of Mountainous land containing forty Acres more or less at ten Dollars per Acre and I hereby order and direct that the parcels devised and bequeathed to my Sons Alfred M. Bost, Jacob Bost and Aaron Bost at the respective prices per Acre above mentioned be paid for in annual payments of four hundred and fifty ($450) Dollars each without interest, until the whole shall be paid, and after the gross amount of all the above named parcels shall have been ascertained I hereby order and direct that the same shall be equally divided amongst my three Sons Viz: Alfred M. Bost, Jacob Bost and Aaron Bost and my two daughters Viz: Mrs Barbara Ney, and Mrs Phillip Ney or their heirs share & share alike with the express understanding that my two daughters above named shall be paid their respective shares first that is before my Sons shall receive any part of their legacies or shares in the division of the proceeds of said real Estate.

Item I hereby order and direct my Executors hereinafter named sell at public Sale my House & Lots in Brodysville a lot of Mountainous land situated in the South Mountains adjoining the lands of Jacob Miller deceased & containing about 18 Acres, personal property at their discretion and after the payments of all just claims against me the proceeds thereof shall be equally divided amongst my children Alfred M. Bost, Jacob Bost, Aaron Bost, Mary Ann Ney & Eliza Belle Ney share and share alike.

And lastly I do hereby constitute and appoint my three Sons, Alfred M. Bost, Jacob Bost & Aaron Bost & my two Sons in law Daniel Ney & Phillip Ney to be sole Executors of this my last

Will & Testament revoking and cancelling all former Wills by me
heretofore made ratifying and confirming this and no more other to be
my last Will & Testament

In Testimony whereof I hereunto set my hand and affix
my seal this first day of October A.D. 1866.

Samuel Cost. (Seal)

Signed Sealed published and declared by Samuel Cost the above
named Testator as and for his last Will and Testament in the presence
of us who at his request in his presence and in the presence of each
other have subscribed our names as witnesses thereto.

James Brown Lewis Watson Jacob Snavely

State of Maryland Washington County to wit

On this 13th day of November A.D. 1868 came James
Brown Lewis Watson and Jacob Snavely the three subscribing
witnesses to the foregoing Last Will and Testament of Samuel Cost
late of Washington County deceased and severally made Oath on the
Holy Evangels of Almighty God that they did see the said Testator
sign and seal said Will that they heard him publish pronounce
and declare the same to be his Last Will and Testament that at the
time of his so doing he was to the best of their apprehensions of
sound and disposing mind memory and understanding and
that they subscribed their names as witnesses thereto at the request
and in the presence of said Testator and in the presence of each other

Sworn &c in Open Court

Test.

W. S. Barber Register of Wills

Last Will Recorded Liber fs No 15.

State of Maryland Washington County to wit

On this 13th day of November A.D. 1868 came Alfred T.
Cost Jacob Cost Mann Cost Elisha Cory and Samuel Cory Executors
of Samuel Cost deceased and severally made Oath on the Holy
Evangels of Almighty God that the foregoing is the true and whole
Will of Samuel Cost deceased that it has come to their hands and
possession and that they do not know nor have they heard of any
other.

Sworn before

W. S. Barber Register

Last Will and Testament of David Long deceased	This is the Last Will and Testament of me David Long of Washington County and State of Maryland. Item I give and bequeath to my dear wife Mary M. Long and to my Daughter Mary Ann Long the Houses and portion of Land thereunto belonging situate on the Williamsport and Sharpsburg Turnpike road this same Land